

# The Solicitors' Journal.

LONDON, JANUARY 28, 1882.

## CURRENT TOPICS.

THE GENERAL ORDER to be made under the Solicitors' Remuneration Act has been drafted, and sent for perusal and suggestion to the Council of the Incorporated Law Society and certain officers of the court.

MR. R. H. LEACH, the Senior Registrar of the Chancery Division, has resigned his post owing to ill health. MR. LEACH commenced his official connection with the Court of Chancery about fifty years ago.

WE PRINT elsewhere an order for the transfer of forty-one causes from the list of Vice-Chancellor HALL to that of Mr. Justice KAY for the purpose only of trial or hearing.

THERE APPEARS TO BE NO PROBABILITY that the anticipations entertained of the completion of the Royal Courts of Justice by Easter will be realized, but it is now hoped that by November 2nd next, when the new legal year begins, the building will be ready for occupation.

VICE-CHANCELLOR HALL has issued regulations, which will be found elsewhere, for the conduct of business in his chambers, particularly with reference to cases in which counsel appear. The provision that the parties in two cases only will be allowed to be in the room at the same time will be an unquestionable improvement.

NOW THAT the Council of the Incorporated Law Society have before them the draft order to be made under the Solicitors' Remuneration Act, the question will, doubtless, have been considered whether steps should be taken to elicit the general opinion of the members of the society on the provisions of the order. There is nothing in section 3 of the Act to prevent this course from being adopted, for it is merely provided that "one month at least before any such general order shall be made, the Lord Chancellor shall cause a copy of the regulations and provisions proposed to be embodied therein to be communicated in writing to the council, who shall be at liberty to submit such observations and suggestions in writing as they may think fit to offer thereon." Even if the draft has been confidentially communicated, there is no reason why the council should not endeavour to ascertain the opinion as to what would be a proper scale of remuneration of the great body of persons who will be affected by the important and altogether exceptional duty which they have now to perform. There are, on the other hand, strong reasons why this course should be adopted. The heavy responsibility of the council will be lightened, and their suggestions or remonstrances cannot fail to possess greater weight when it is known that they represent the opinion of solicitors in general, and not of a few gentlemen who, however able and eminent they may be, know little of the smaller class of conveyancing work. The course pursued with regard to the recommendations of the Legal Procedure Committee affords a precedent which might well be adopted on the present occasion. If this is considered undesirable, there ought at least to be sent to each member of the society a circular, stating in general terms the scale proposed by the council, so as to give solicitors an opportunity of communicating their observations there-

on. Of course, if the council are so satisfied with the provisions of the draft order that they feel certain it will be hailed with satisfaction by the profession, they may be right in keeping their counsel and reserving the intelligence until the matter is finally settled. But if what we hear is correct, we doubt whether solicitors in general will be very grateful to them for doing so. If the proposed order should afford very inadequate remuneration to solicitors in small transactions, the council will justly incur very heavy censure for failing to afford to the persons affected by it an opportunity of protesting before the order is made.

THE COURSE taken by the judges on the present circuits with reference to the question of statements by counsel on behalf of prisoners does not tend to show that the consequences of the rule to which we referred last week had been very carefully considered. At the Worcester Assizes, Mr. Justice LOPES explained the meaning of the rule as being that "counsel, when defending prisoners, could no longer be permitted to make statements from instructions they had received which were not supported by facts adduced in evidence. The proper course for them to pursue was that which up to recent times had been invariably adopted—namely, to give an explanation that might be suggested by way of hypothesis." If this is all the rule means, then we venture to think, with all deference, that a more absurd doctrine was never devised. Counsel may not say to the jury, "Gentlemen, this is the prisoner's account of the matter," but he may say, "Gentlemen, you know the prisoner's mouth is closed, and I am not allowed to state directly what is his version of the facts. I can only state it by way of hypothesis, and this is the hypothesis I am going to lay before you." If this were not the practical result of the deliberations of a score of learned judges, we should call it childish. Lord COLERIDGE, the chief mover in the matter, appears to have been so impressed with the hardship of keeping the prisoner's statement from the jury that he allowed the prisoner himself to make his statement after the speech by his counsel. This is in accordance with the practice adopted by Mr. Justice HAWKINS, with the concurrence of Mr. Justice LUSH, at the Leeds Assizes in February, 1880, when the learned judge said that "though there are *dicta* of individual judges to be found in the books that a prisoner, when defended by counsel, is not at liberty to make a statement to the jury, I ought not to be bound by any such *dicta* because there is no decision of any court of criminal appeal on the point." But if this course is to be adopted, what becomes of the solemn remarks of Mr. Justice NORTH about "statements which could not be proved by competent witnesses"?

WHEN TWO MEN, sentenced to penal servitude upon the unsupported evidence of one man alone, were discovered to be innocent merely on the accidental confession of that one man, it was to be expected that some demand should be raised for the introduction of the rule of plurality of witnesses into English law, and Sir GEORGE BOWYER very naturally steps forward as the champion of the civilians. The history of the maxim, "*unius omnino testis responsio non audiatur*" (Cod. lib. 4, tit. 20, l. 9, s. 1), is very curious. It seems to be derived from the supposed authority of various passages, both in the Old and New Testament (see, e.g., Numbers xxxv. 30, Matt. xviii. 15, 16), which no doubt require a plurality of witnesses for the support of capital charges, and which were erroneously construed to require the testimony of more than one witness in all judicial proceedings. See, for instance, Decretal Gregor. ix., lib. 2, tit. 20, c. 23, which requires such testimony (only, however, in certain specified cases), "*juxta illud Dominicum, 'In ore duorum vel trium testium stet omne verbum,'*" and for an attempt to introduce the rule upon

similar authority in England, see *Sir Walter Raleigh's case* (2 Ho. St. Tr. 15); *R. v. Vaughan* (2 Ho. St. Tr. 535). It has been shown, moreover, that the lawyers of ancient Rome did not establish the rule, but that it was the production of the lower empire, "*C'est au Bas Empire qu'appartient l'introduction de la maxime, 'testis unus testis nullus,'*" says Bonnier (*Traité des Preuves*, s. 201). Even in this country we have adopted the rule, in no less than five cases: in the case of a trial for perjury or treason; in the case of an action for breach of promise of marriage (in which, however, the old law was that the plaintiff could not be a witness at all); in the case of an application for an affiliation order, and, lastly, in the well-known case of the attestation of a will. We have also practically adopted the rule by rejecting the unsupported evidence of an accomplice, though such evidence is legally admissible. But should these exceptions (for all of which there are good and obvious reasons) be extended? We answer without hesitation, No. We cannot describe the evils of the "*unus nullus*" rule better than they are described in Best on Evidence, book 3, pt. 2, ch. 10 (from a learned note to which we have abstracted what we have said about the origin of the rule). "It offers a premium to crime and dishonesty, by telling the murderer and the felon that they may exercise their trade, and the knave that he may practise his fraud, with impunity in the presence of any one person. 2. Artificial rules of this kind hold out a temptation to the subornation of perjury, in order to obtain the means of complying with them. 3. Such rules produce a mischievous effect on the tribunal, by their natural tendency to re-act on the human mind, and they thus create a species of mechanical decision, dependent on the number of proofs, and regardless of their weight." We must face the possibility of the recurrence of a case like Brooks's, which is of far too infrequent occurrence to justify the alteration of the law.

WE LAST WEEK printed a letter upon the effect of section 71 of the Conveyancing Act, which repeals a part of Lord CRANWORTH'S Act, upon the rights and powers of mortgagees who have silently relied upon the repealed Act in their mortgage deeds. The qualifications of our eminent correspondent, Mr. A. J. WOOD, to speak with authority upon such a question, are well known. We own that we were not convinced by his arguments, and that we could not help having a very low opinion of a cause for which such eminent talents and acquirements could, as it seemed to us, do so very little. The powers given by Lord CRANWORTH'S Act to the mortgagee are, apart from the Act, no more "a consequence" of the "instrument" than a power to create baronets of Nova Scotia is a consequence of the instrument. On the repeal of the Act, these powers simply cease with it, unless they are kept alive by a substantive new enactment in the shape of a saving clause, and we are constrained to repeat our opinion, that section 71 of the Conveyancing Act is, in this respect and for this purpose, the least satisfactory specimen of its kind with which we have any acquaintance. We print this week a letter from Mr. CLERKE, but we are sorry not to be able to discern any great importance in the distinction taken by him, that the powers conferred by Lord CRANWORTH'S Act are conferred on a person. The question, as we understood it, was about the source from which the person derived his powers. This question seemed to suggest a difficulty in the way of the persons's retaining the powers when the source of them is dried up. Our objection was that, in the case under consideration, the powers are conferred upon the person by the *Act*, and not by the *instrument*, and that they cannot be styled consequences of the instrument except in some remote sense which we thought too vague for the severely precise purposes of an important statute.

THE "TICKET-CLIPPING" CONTROVERSY between the railway companies and their passengers has been shifted from the police courts to the City of London Court. A passenger sued the Great Eastern Railway Company for an assault, and for damages caused by losing his train, under the following circumstances:—The plaintiff passed through the barrier at the Liverpool-street Station without being asked for his ticket, but being afterwards

requested to show it, he did so, but refused to have it clipped. He was then "ordered to return outside the barrier," and the train started without him. Mr. Commissioner KERR is reported to have ruled that the bye-law requiring a passenger to deliver up his ticket "for any purpose" was "a salutary and not an unreasonable one, and one that all reasonable-thinking men would submit to," and he gave judgment for the defendants, with costs. This decision appears to us to go a good deal further than was contemplated by the framers of the bye-law. It is one thing to refuse to permit a passenger to pass the barrier unless he allows his ticket to be clipped, but when he has once reached the platform, having admittedly paid his fare and duly taken his ticket, most "reasonable-thinking men" would consider it a strange construction of the bye-law to hold that it justifies expelling him from the platform and forbidding him from entering the train.

A CORRESPONDENT SAYS:—"Your somewhat destructive criticism of the Conveyancing Act must have depressed the (apparently) too hopeful spirits of many amongst your readers, but your article on payment of purchase-money is the 'last straw.' The provision on which you there comment seemed to me, and I suppose to others, convenient and useful. But if your two propositions are sound, the section might (for practical purposes) as well never have existed. With your first point I do not care to quarrel; but surely, as regards the second, it would be a question of *bona fides*. A banker's draft or a genuine cheque is surely 'money' within the meaning of the Act, the purpose of which in this instance is evidently (I submit) to relieve both parties of an extra formality, leaving matters in other respects as they were before. In small transactions between solicitors known to each other—*favourably* known, of course, I mean—it is as common as it is convenient to pay and receive by cheque, and it is just in small transactions that formalities are burdensome. I respectfully beg you to reconsider this point." We have reconsidered the point—which we may add for the information of our correspondent was not an objection started by ourselves, but had been some time before mooted among solicitors anxious to avail themselves of the Conveyancing Act—and we remain of the opinion before expressed. Section 56 gives a certain authority on certain conditions. What is the authority? To pay "*consideration money*" to a solicitor. If a cheque is money, then *cadit questio*; but is our correspondent, on reconsideration, really clear that a cheque can properly be described as money, or that the courts will hold that the Legislature intended to give the purchaser authority to pay his consideration by any cheque the vendor's solicitor may think fit to accept? If he is not clear on these points, then he will admit that we were right in advising that, until the point is settled by decision, payment under the statutory authority should be made by bank notes.

At the recent Maidstone Assizes, Mr. Justice Grove strongly condemned two practices as to the depositions sent to the judges through the clerks of assize in criminal cases, one being that original documents (as certificates of marriage, &c.), were unnecessarily sent at the risk of their being lost, and the other being that the dates of matters spoken to by the witnesses were not given, otherwise than circuitously and indirectly ("last Tuesday," &c.), thus throwing on the judge great additional trouble and loss of time in continually referring backwards to see what was the date of the conversation or occurrence spoken to.

In a case of *Reg. v. Taylor*, before Lord Justice Baggallay, at Northampton, on the 20th inst., a new point of practice arose. Mr. Etherington Smith had, at Bedford, applied to his lordship for directions as to the attendance of witnesses. The prisoner was committed to these assizes on a charge of burglary in a workhouse. Since the committal, smallpox had broken out in the workhouse, and the witnesses, who could perfectly well travel without danger to their own health, could not be called without danger to the public. His lordship, after consultation with Sir Henry Hawkins, had intimated that he should be ready, upon a medical certificate that the witnesses could not attend without endangering the public health, to postpone the trial, although no bill had yet been laid before the grand jury. Mr. Arthur Denman now renewed the application upon the medical certificate properly verified. His lordship ordered the prisoner to be placed in the dock and explained to him the reasons why he could not be tried at this assize. His lordship added that any application the prisoner wished to make for release from custody on bail would be favourably considered.

## REMOTENESS OF DAMAGES.

THE question whether damages are too remote is frequently one of the most difficult questions of law that can arise. It is almost impossible to deduce from the various cases a scientific principle by which to determine what damages are recoverable and what on the other hand, are too remote. The case of *Macmahon v. Field* (L. R. 7 Q. B. D. 591), recently decided by the Court of Appeal, does not contribute much assistance towards the solution of the problem, inasmuch as the judges who decided the case, under hardly distinguishable circumstances, came to a directly contrary conclusion to that arrived at by the judges of the Court of Queen's Bench in the case of *Hobbs v. London and South-Western Railway Company* (L. R. 10 Q. B. 111). In the last-mentioned case, in consequence of the train not stopping at the place to which the company had agreed to carry a passenger, she was obliged to walk home on a wet night from a distant place, there being no accommodation or means of conveyance to be obtained there. The passenger, in consequence, caught cold, and it was held that the damage so incurred was too remote. In *Macmahon v. Field*, in consequence of the defendant's letting stables which he had contracted to let to the plaintiff to another person, the plaintiff's horses, after they had been put into the defendant's stables, were turned out of the defendant's stables without their clothing, and remained in the defendant's yard exposed to the weather until the plaintiff could find suitable stables for them elsewhere. Owing to this exposure several of the horses caught cold, and were deteriorated in value. It was held that the damage so occasioned to the plaintiff was not too remote.

There is so strong a resemblance between the facts of these two cases that it is extremely difficult to reconcile the two decisions. The decision in *Hobbs v. London and South-Western Railway Company* seems to have been based upon the ground that it could not be considered as the probable result of the company's breach of contract that the passenger should catch cold. The judges in *Macmahon v. Field* seem to distinguish the case on the ground that the horses were more likely to catch cold on being turned out of the stable than the passenger on being obliged to walk home a long distance on a wet night. This comparison of probabilities is a very delicate matter. Everything that happens is, in a scientific sense, the inevitable result of the antecedent circumstances; but no doubt the consequences are in some cases antecedently more obviously necessary or probable than in others. If a collision occurs it is extremely probable a passenger will be injured. But if a passenger is carried to the wrong place it is by no means so obvious that he will probably catch cold. One person may catch cold where another will not. It depends on a great variety of circumstances—for instance, on the constitution of the person, the distance he has to go, the state of the weather, the thickness or thinness of his boots or coat, and other circumstances. Again, the results of a cold differ greatly in different cases: one man may catch his death, another may only have the inconvenience of a severe bout of sneezing and sniffing. Suppose the passenger gets inflammation of the lungs and dies in consequence, surely that consequence would be too remote; it would be a strong thing to say that a probable consequence of the passenger's being carried beyond his proper station is that he will die. Suppose that he was laid up for a very long time and his constitution permanently injured, how would the case stand then? Can it be said to be the natural consequence of a man being taken to a more distant station than he bargained for, that he should contract pneumonia and be seriously injured for life? The mischief must depend on other concurrent circumstances besides the company's default—viz., the absence of accommodation and means of conveyance at the place to which the passenger is taken—of which circumstances the company would probably not be aware. On the other hand, it cannot be said to be exactly an extraordinary and unprecedented result that the passenger should catch cold, and it seems difficult to say that the passenger ought to recover in respect of a slight cold, but not in respect of a severe one.

A somewhat similar point arose in the case of *Wilson v. The Newport Dock Company* (L. R. 1 Ex. 177), in which the defend-

ants broke their contract by not admitting a ship into their dock, and the question was whether the ship's being wrecked was the natural consequence of the breach of contract. The judges of the Court of Appeal seem to have thought *Hobbs v. The South-Western Railway Company* only just distinguishable, and they certainly expressed considerable dissatisfaction with the decision in that case, so that it is not easy to determine whether it is still to be regarded as an authority. It seems to us extremely difficult to treat these questions of the comparative probability of consequences of a breach of contract as questions of law. The general proposition can only be laid down in very wide terms; but the question is really one of degree, and some cases are obviously on one side or the other of the line, while there will be other cases extremely difficult to determine. Brett, L.J., seems to have thought that these questions are of a character more appropriately to be solved by a jury as questions of fact than by a judge as questions of law. In this we are disposed to agree as a matter of theory, but as in the case of negligence, the difficulty is that juries cannot be trusted to determine these questions, especially as between companies or persons who they think can well afford to pay, and persons of smaller means who have suffered injuries. Their decisions on the same circumstances as between different parties would be very uncertain and fluctuating, from the operation of the same sort of motive that frequently induces the small retail shopkeeper to vary his prices according to the *status* of the purchaser.

## BANKRUPTCY LAW REFORM.

[COMMUNICATED.]

### IX.

THE clauses of the Government Bankruptcy Bill included under the general heading "Supplemental," and numbered 57 to 67, contain a number of proposals upon various subjects, many of which have been debated and advocated in very influential quarters, and it is important that they should be examined somewhat closely in order that their full effect may be understood, and so that what at first may appear to be improvements may not, from defect in wording or absence of details, be really worse than the present system which they are designed to improve. With this object we criticized in our last paper the first of those clauses (57), relating to the administration of estates of insolvent deceased persons, and we will now proceed with the other clauses in their numerical order.

Clause 58 relates to adjudication in case of an absent or lunatic member of a firm, and we print it at length:—

"Clause 58.—(1.) Where an adjudication of bankruptcy has been made against a member or members of a firm, and any other member of the same firm is out of England or of unsound mind (whether so found by inquisition or not), the High Court of Justice shall have jurisdiction, after giving the prescribed notices, and without adjudging him a bankrupt, and on proof to the satisfaction of the court that the firm are [*sic*] unable to pay their [*sic*] debts as they become due, to make an order in bankruptcy for the administration according to the law of bankruptcy of the joint property of the members of the firm.

"(2.) On the order being made, the property of the firm shall vest and be administered as if a bankruptcy petition had been presented and an order of adjudication made in the first instance against all the members of the firm."

We think this proposal in the main very desirable, and that it might be applied also to cases of members of firms being minors. Upon the subject of the non-liability of a minor who has contracted debts as a trader—or rather, to be strictly correct, of a minor carrying on trade and who has obtained goods on credit in the way of such trade—to be made bankrupt, we shall have something to say in some general suggestions which we propose to make upon points not dealt with by the Government Bill after we have concluded our remarks upon the various clauses of that Bill; but, supposing no alteration to be made in the law as to this, then, so far as this clause is concerned, we think it highly desirable that the case of a member of a firm being a minor (and we have experienced such cases) should be provided for in the same way as the cases of absent or lunatic members. Then it is the High Court of Justice that is to have jurisdiction. Why should not the court having jurisdiction in the bankruptcy be the court to make such an order? That would be a much less expensive method than the other, and if the county courts are deemed important enough to exercise ordinary jurisdiction in bankruptcy, we cannot see why they should be excluded in this one particular. They have to deal with very much more important matters in bankruptcy than this would be. As to the words "after giving the prescribed notices," those words may mean comparatively little, or they may mean a great deal. It would be much more satisfac-

tory if the Bill were to state generally what notices should be given, and not to leave so much to rules. It is certainly one method of saving work to the Legislature and throwing it upon the judges or whoever may be appointed to frame rules to carry out the Bill.

Upon sub-clause (2) we should like to hear the following moot point discussed:—A firm consists of two members, one of whom becomes lunatic and the other is made bankrupt, and an order is made under this clause for the administration of the joint estate. The bankrupt partner has separate creditors. Would those separate creditors be entitled to vote along with the joint creditors in the appointment of a trustee, or would the joint creditors alone be entitled so to vote, in the same way as if there had been a joint adjudication?

"Clause 59.—The identity of a petitioning creditor or debtor shall be deemed to be proved if the signature of the petitioner to the petition is attested by an official receiver of bankrupts' estates, or by a justice of the peace."

We have not been able to satisfy ourselves whether this provision is intended to be in place of, or in addition to, rule 28 of the Bankruptcy Rules, 1870. That rule provides, by implication, for the identity of a petitioning creditor being proved if the petition be attested by a solicitor, and we would suggest the addition of the words "or by a solicitor" to the clause. At present we do not suppose there is ever a petition presented which is not attested by a solicitor, and any alteration in this practice would be most inconvenient. Can anyone for a moment imagine that it would be a saving of cost to require a petitioner to wait upon an official receiver or a justice of the peace in order to sign the petition in his presence instead of in the presence of his own solicitor? On the contrary, it would be an immense inconvenience and loss of time, and of course the petitioner's solicitor would attend along with him, so that the cost would be actually more—in fact, 13s. 4d. or a guinea instead of 6s. 8d., as at present. Surely the social status of solicitors is so good that they may be continued to be trusted with the attesting of petitions. It will be time enough to propose an alteration when the present practice has been proved to be abused.

Clause 60 provides for the publication in the *London Gazette* of notice of an order of adjudication instead of a copy of the order, as is now required. This will certainly be an improvement on the present practice, and a convenience for the printers, as the order and notice of appointment of meeting are unnecessarily long.

Clause 61 provides that where there is no committee of inspection the Board of Trade (instead of the court, as in section 83, sub-section 17, of the Act of 1869) shall have power to authorize acts to be done by the trustee which a committee could authorize. This is one of the cases where we think the substitution of some other body than the court will be an improvement.

Clause 62 is in substitution for section 87 of the Act of 1869, and must be read bearing in mind clause 5, sub-clause (d.), upon which we have already commented. It will be more convenient to print the clause at length before proceeding to comment upon it, and we accordingly do so:—

"62.—(1.) Where a creditor has levied execution on the goods of a debtor, or has made an attachment thereof under any custom or statute, and the debtor is adjudged bankrupt, the creditor shall not be entitled to retain the benefit of the execution or attachment, except so far as he has, before the presentation of a bankruptcy petition against or by the debtor, and before notice of an act of bankruptcy committed by the debtor, and available for adjudication, enforced the execution by sale of the property seized, or enforced the attachment by possession of the money, or, as the case may be, by sale of the property attached.

"(2.) Where the goods of a debtor have been taken in execution in respect of a judgment, and before the sale thereof the officer of the court from which the process issued receives notice of the appointment of a receiver under a bankruptcy petition presented against or by the debtor, the officer shall forthwith deliver the goods to the receiver, and the costs incurred by the officer in respect of the execution shall be paid out of the property of the debtor.

"(3.) Where the goods of a debtor have been taken in execution in respect of a judgment and sold, the officer of the court from which the process issued shall deduct his expenses from the proceeds of sale, and, if he has notice of a bankruptcy petition having been presented against or by the debtor, shall pay the balance of the proceeds to the trustee or receiver or other person entitled thereto under the petition, but, if he has not notice of any such petition, shall pay the balance into the court from which the process issued.

"(4.) If a bankruptcy petition is presented by or against the debtor within fourteen days after the sale under the execution, the balance so paid into court shall become divisible among the creditors under the petition, and may accordingly be paid out to the trustee or receiver under the petition on application by him in a summary way by summons or otherwise, but otherwise the execution creditor shall (subject and without prejudice to the provisions of this and the principal Act) be entitled to the balance, and may in manner aforesaid apply for payment thereof to him.

"(5.) Where the goods of a debtor are sold under an execution on a judgment recovered against him for a sum exceeding fifty pounds, they shall, unless the court from which the process issued otherwise orders, be sold by the officer of that court by public auction, and not by bill of sale or

private contract, and the sale shall be publicly advertised by the officer on and during three days next preceding the day of sale.

"(6.) It shall not be lawful to proceed against the goods or chattels of a debtor under a writ of *elegit*."

The changes which would be made by this clause would, for the most part, in our opinion, be very beneficial, but there are some of the details to which we decidedly take exception. Section 87 of the present Act is one of the most unsatisfactory in the whole Act. It introduced a number of changes in the law and practice from what they were under the Act of 1861, every one of which, in our opinion, was for the worse. This clause proposes to go back to the old law on a number of those points, but not upon all, whilst it proposes to make one or two innovations. We think it better to state our views upon them under the head of each sub-clause.

Sub-clause 1.—This is consistent with the proposal of clause 5, sub-clause (d.). At present an execution for not exceeding £50 (including all costs of execution) against a trader, or for any amount against a non-trader, constitutes the execution creditor a secured creditor, entitled to be paid in priority to the other creditors out of the property seized under the execution. Notwithstanding that we suggested in discussing clause 5, sub-clause (d.), that, to constitute an act of bankruptcy the execution should not be for less than £20 (which would be a considerable extension of the present law), we agree with the proposal of this and the following sub-clause to apply the principle thereof to all executions, whatever the amount. Is it, however, intended by the introduction of the words "or has made an attachment thereof under any custom or statute" in line 2 to include a garnishee order? The words in that part of the sub-clause would appear only to refer to the "goods" of a debtor. Now, the word "goods" would not include debts, though the word "property" would (Bankruptcy Act, 1869, s. 4), and it is presumed that the latter word would have been used if it had been intended to have included a garnishee order. And yet the sub-clause speaks of enforcing "the attachment by possession of the money," which would rather lead us to infer that a garnishee order was intended to have been included.

Sub-clause 2.—How, we would ask, in the event of the petition being dismissed and no adjudication being subsequently made? There appears to be no provision in that case for the officer to obtain re-possession. We think there ought to be a proviso that in such event the receiver shall re-deliver the goods to the officer.

Sub-clause 3.—We would make this to apply to executions for upwards of £20 only, to make it consistent with our suggestions upon clause 5, sub-clause (d.). The amount of £20, we think, ought to be exclusive of costs of execution, but inclusive of any costs for which judgment signed, and this ought to be stated to avoid similar litigation to what has taken place under section 87 of the Act of 1869 to settle the meaning of that section. Our query upon the preceding sub-clause will also apply to this. There ought, we think, to be provision for repayment of the amount to the officer if no adjudication made under the petition.

As applicable to both this and the preceding sub-clause, we wish to point out that section 73 of the Act of 1861 provided that the costs of the action as well as of the execution should be retained out of the proceeds. We think it hard upon execution creditors that they should be deprived of any of the fruits of their diligence, but especially with respect to their costs. It is enough for them not to get their debts paid, and to have to take a dividend thereon, without having to take a dividend also upon the costs which they have incurred in obtaining judgment. With the new practice under order 14 under the Judicature Acts, these costs in ordinary cases will be less than before, and we certainly think the law of 1861 might be re-enacted to the full extent in this respect. The provision in that Act was inserted after the fullest discussion, and was, we think, found to work well and satisfactorily.

Lastly, why should the officer be required to pay the proceeds into court in the event of no proceedings in bankruptcy being taken, instead of to the execution creditor, as at present? The change will involve an execution creditor in all cases in the additional expense of applying to the court for payment out to him of the money, which expense he will have to bear himself, as he will not be able to recover it from his debtor in any way.

Sub-clause 4.—Our concluding remarks upon the last preceding sub-clause apply also to this.

Sub-clause 5.—Secret sales under executions are a means of carrying out ingenious frauds, and the omission from the Act of 1869 of a clause requiring sales under executions for £50 and upwards to be by public auction (as was required by section 74 of the Act of 1861), was a great blunder, and opened the door to the 87th section being entirely evaded, and that in the worst of cases—viz., where a debtor wished to prefer a particular creditor. Several cases have come within our own experience where a creditor has, by collusion with his debtor (though proof of such collusion is in almost every case impossible), commenced an action against his debtor, obtained judgment, and issued execution thereunder. Then the sheriff's officer has sold to the creditor by a secret bill of sale. The debtor has been allowed to remain in possession and carry on his business as before until the fourteen days have expired, when the

execution creditor has taken possession under the sale to him by the sheriff, and has thus been effectually preferred to all the other creditors. We therefore heartily approve of this proposal, and would carry it farther by reducing the amount to £20, being the amount we suggested upon clause 5, sub-clause (d.), to constitute an act of bankruptcy.

Sub-clause 6 is very necessary after the decisions in *Ex parte Abbott*, *Re Gourlay* (29 W. R. 143, L. R. 15 Ch. D. 447), and *Ex parte Vale*, *Re Bannister* (29 W. R. 885), and the remarks of Lord Justice James at the conclusion of the report in *Ex parte Abbott*. We would strongly urge upon Government the propriety of providing for this by a short separate Bill, so that, whatever may be the fate for next session of the Bankruptcy Bill, owing to the pressure of other business, this crying anomaly at least may be rectified without any further delay.

Clause 63 contains provisions affecting a landlord's power to distrain for rent, and is as follows:—

"63.—A landlord shall not, after a person has been adjudicated bankrupt, distrain or proceed with a distress for rent due from him before the adjudication, but may, with the leave of the court, and on proof that the tenancy has been continued for the benefit of the bankrupt's estate, distrain for rent which has accrued due since the adjudication."

A comparison of this clause with section 34 of the Act of 1869 will show that a very considerable alteration from the present law is proposed. As the law at present stands, if a landlord distrains before the commencement of the bankruptcy his distress holds good for any amount of arrears of rent (not, of course, barred by the Statute of Limitations), and he can also distrain after the commencement of the bankruptcy, with the limit, however, that such distress will be available only for one year's rent accrued due prior to adjudication. This clause is designed to abolish the landlord's summary remedy for, and also his right to be paid, any portion of rent accrued due prior to the bankruptcy in preference to other creditors out of the debtor's property upon the premises. With a strong landlord interest in Parliament it is not likely that the proposal will pass without very considerable discussion and opposition. For our own part, we think the clause goes too far in one direction and not far enough in another. We do not think that the landlord's summary remedy by distress for a reasonable amount of arrears of rent, and his preferential claim in respect thereof, should be entirely taken away from him, but we think he might very well be limited to six months' arrears of rent. If he chooses to let the rent fall in arrear for any longer time he ought to be made to do so with the risks of an ordinary creditor in case of bankruptcy supervening. It is very hard upon creditors to find all their estate swept away from them by a distress for a large balance of arrears of rent, the existence of which they have not had any opportunity of knowing, as in a very recent case in our own experience. To remedy the evil of such a case we suggest (and herein we think the clause does not go far enough) that sale under a distress for rent for more than six months' arrears, the excess being more than, say, £20, should constitute an act of bankruptcy the same as seizure and sale under an execution, so that creditors might be able to avail themselves thereof for the purpose of obtaining an equitable distribution of their debtor's estate, and with that object we would make regulations for sales under distress in such cases similar to clause 62, sub-clause 5. As the clause is drafted, if a landlord should succeed in selling before adjudication, he would be entitled to retain the proceeds to the full amount of his distress. Now, it might be impossible for the creditors to obtain adjudication in time to prevent him from selling; in fact, it would certainly be so if the debtor chose to oppose rather than to assist them. Section 34 of the present Act is more stringent in this respect, as that limits the landlord's power of distress, if levied "after the commencement of the bankruptcy," which, by section 11, means the time of the committing of an act of bankruptcy by the debtor, which must, of course, be prior to an order of adjudication.

With regard to rent accrued due since adjudication, the clause, as drafted, would put the onus of proving that the tenancy had been continued for the benefit of the bankrupt's estate upon the landlord before he could obtain leave to distrain! Why should this be so? Surely the fact that the trustee has thought fit to continue the tenancy and has left property there to distrain upon ought to be sufficient to be proved, so far as the landlord is concerned. The rest is a question between a trustee and his estate only, with which a landlord has nothing to do.

In *National Feather Duster Co. v. Susan M. Hibbard*, says the *Albany Law Journal*, Mrs. Hibbard's husband was experimenting with a view of making a feather duster; his wife made a valuable suggestion in the progress of the experimenting, upon which he acted; and a duster was produced which was a success. Held, that the suggestion did not make the wife the inventor. Blodgett, J., said: "The idea of a feather duster to be made of feathers of the common turkey or other domestic fowls, seems clearly to have originated with George W. Hibbard. The desideratum was to make those feathers pliable. He was seeking to accomplish this, when the suggestion was made to him by Mrs. Hibbard to try cutting or splitting them. The proof on the part of Mrs. Hibbard fails to show, indeed it falls far short of showing, that she ever made a feather duster or thought of making one from turkey feathers made pliable by splitting them, until after her husband had been for some time at work in that direction."

## RECENT DECISIONS.

### SALE BY TRUSTEES IN LIQUIDATION OF GOODWILL OF BANKRUPT'S BUSINESS.

(*Walker v. Mottram, C.A.*, 30 W. R. 165.)

The decision in *Labouchere v. Dawson* (20 W. R. 309, L. R. 13 Eq. 322), that although the vendor of the goodwill of a business is at liberty to resume business in the old line in the old neighbourhood, he must not specially solicit business from his old customers, has, we believe, been hitherto regarded as clearly settled and has been constantly acted upon. In *Leggott v. Barrett* (28 W. R. 962) Brett, L.J., said he was inclined to think that the decision was right; and in *Ginesi v. Cooper* (L. R. 14 Ch. D., at p. 598) Jessel, M.R., treated it as "an authority for saying that a man who had sold the goodwill of his business must not solicit the old customers to deal with him," and he extended the rule by holding that he must not deal with such old customers. And he justified the extension by this illustration: "Suppose a solicitor sells his business, say at five years' purchase, could he, having offices on the first floor, immediately afterwards go on to the ground floor, paint up his name and receive his clients as usual, because they choose to come to him, even if he did not actually ask them to come and transact their business with him? The answer would be that he was stealing that which he had sold; and any conduct more outrageous or more opposed to morality or law could not well be imagined." One would think it difficult to find fault with the decisions in *Labouchere v. Dawson* and *Ginesi v. Cooper*; and in the present case both Lush and Lindley, L.J., seem to recognize and approve of those decisions. But Baggallay, L.J., expressed his dissent from the former case. "There are a great many points," he is reported to have said, "in which I disagree with that decision." And he added, in giving judgment, that *Labouchere v. Dawson* is at present not an authority which has been actually adopted by the Court of Appeal. All we can say is that if it has not it ought to be. No doubt the case went beyond any previous authority, but then it has been accepted and acted upon for nearly ten years; it has received high judicial sanction, and it would be a strong measure now to reverse that decision on the mere ground that the previous authorities did not go so far.

The question in the present case was whether the rule in *Labouchere v. Dawson* extends to the case of a sale by trustees in liquidation of the goodwill of a business. *Crutwell v. Lye* (17 Ves. 335) is an authority to show that after such a sale the liquidating debtor or bankrupt may, in the absence of any express contract in the assignment, solicit the customers of his old trade. Lord Eldon there refused to grant an injunction to restrain a bankrupt, after a sale under a commission of bankruptcy of the goodwill of his trade, from soliciting former customers. In the present case (where there was no contract in the assignment restricting the rights of the liquidating debtor) the court came to a similar decision. They said that "an assignment of a business and its good-will, without more, appears to us to pass now just as much and no more than in the days of Lord Eldon. As against the assignor, it confers on the assignee the exclusive right to carry on the business assigned, and, as incidental to this, it also confers on him the exclusive right to represent himself as carrying on that business, and, consequently, the right, not only to sue the assignor for damages if he has infringed these rights, but also to restrain him from infringing them if he manifests an intention to infringe them. Moreover, to this extent, a bankrupt who does not concur in his trustee's assignment is in no better position than a bankrupt who does. Every bankrupt, whether he concurs or not, is bound by every lawful disposition of his property by his trustees [see *Hudson v. Osborne* (39 L. J. Ch. 79)], and whatever rights such a disposition confers on a purchaser must be respected by the bankrupt, whether he joins in the conveyance or not. But, in our opinion, the right of a purchaser of the goodwill of a business from the trustee in bankruptcy does not extend to restrain the bankrupt (even if he joins in the conveyance) from *bond fide* commencing a fresh business, and from seeking assistance in it from his old friends and customers. It would be contrary to the policy of the bankruptcy laws to extend *Labouchere v. Dawson* to such a case. . . . When a man sells his own business and goodwill for his own benefit it is thought unfair on his part to avail himself

his personal acquaintance with his old customers, and to induce them to withdraw their support from the business he has sold; and this element of personal unfairness may be sufficient to justify the decision in *Labouchere v. Dawson*. The case is put on the ground of implied contract by Lord Justice Brett in *Leggott v. Barrett*, and this is perhaps the best ground on which to rest the decision. The obligation enforced in *Labouchere v. Dawson* is, however, a purely personal obligation, and not a mere incident to the transfer of property."

It will be seen that in all this the court are speaking of the case of an assignment of goodwill *without more*. It would seem from the words we have placed in italics that a bankrupt, whether he concurs in the assignment or not, will be bound to respect any stipulations for the protection of the purchaser which are contained therein.

## REVIEWS.

### HINDU LAW.

A PROSPECTUS OF THE SCIENTIFIC STUDY OF THE HINDU LAW. By J. H. NELSON. C. Kegan Paul & Co.

The British nation has bound itself, by many solemn pledges, to administer Hindu law among the Hindus, and not to compel them to submit, in such matters as inheritance, marriage, and the like, to foreign systems which would be inconsistent with their domestic routine and offensive to their religious feelings. It was ascertained many years ago that Hindu law was not the same in every part of India, any more than Roman law, as practically administered, is the same in the various parts of Europe in which it forms the basis of the national jurisprudence. It was further ascertained—at least people thought so—that Hindu law might fairly be divided into five local systems, very similar to one another in the main, but differing in a few particulars which were of sufficient importance to be strongly insisted upon. These were called the Benares, Mithila, Bengal, Maharashtra, and Dravida "schools," and were considered to be represented by a large number of venerable Sanskrit treatises, of which the Mitakshara, Vivada Chintamani, Dayabhaga, Vyavahara Mayukha, and Smriti Chandrika, might be looked upon as the principal guides in their respective divisions. On this understanding the courts commenced their labours about a century ago; and, although they have undoubtedly made mistakes (chiefly from relying too much on one or two popular English writers), they have, upon the whole, discharged their duties reasonably well according to their lights. Nevertheless Mr. Nelson tells them that they are all wrong, and that their administration is one gigantic tissue of error; for, in the first place, the division of Hindu law into five schools is imaginary, and, secondly, the very existence of the Hindu law itself is problematical.

If anybody ever took the trouble to answer, seriously, the well-known "Historical Doubts as to the Existence of Napoleon Buonaparte," we are satisfied that the difficulty we experience in dealing with Mr. Nelson's opinions must be a very tolerable reflex of the feelings of such a person when mustering his mental forces against Archbishop Whately's *jeu d'esprit*. Nevertheless we shall endeavour to show that Mr. Nelson is wrong; and we shall begin by contending that the mere fact of a considerable *corpus juris* having been found in existence, dealing in minute detail with questions of inheritance, &c., is in itself a proof that a recognized system existed at the commencement of the British rule. Mr. Nelson will answer: (1) the alleged *corpus juris* consisted of merely speculative treatises; (2) these treatises represented an obsolete state of things. The former allegation seems scarcely to require remark, the fact of a large number of books having been written without any hint of a theoretical intention, and subsequently handed down with reverence from generation to generation, affording a sufficient practical refutation. But, apart from this, it must be remembered that Colebrooke, Strange, and all the other early translators and writers, accepted these books as genuine legal treatises, and that the testimony of so many eminent experts cannot be got rid of by the mere use of contemptuous phrases. As to the law embodied in these books being obsolete, the same early experts would probably have discovered this if it had been so, and the fact that they did not make the discovery throws the *onus* of proof on Mr. Nelson. It may be added that the Dayakramasangraha, the clearest and most business-like of all the native treatises on inheritance, was written as recently as the eighteenth century, and that this work, so far from treating the older books as obsolete, comprises, with some further developments, the whole system of inheritance as contained in the Dayabhaya.

With regard to the minor point of the five "schools," it is certain that the maxims set forth in each of the five principal works above-mentioned are different, in one or more particulars, from those embodied in some or all of the others. The discrepancies in some cases are slight, in all partial, but they are substantial differences as far as they go, and they are alluded to, in many instances, by the old writers themselves. That

being the case, there can be no impropriety in classifying the Hindus according to the particular book which they take as their guide. The objection to the word "school" is frivolous; it is perfectly well known that this word was only applied by Colebrooke for convenience, and was never intended to be accepted in a literal sense.

The objection to the localization of particular schools is more serious; but we cannot see that Mr. Nelson has produced any sound argument or evidence against the conclusions which were arrived at so long ago on this question of fact. For the general proof of his theory as to the non-existence of schools he falls back on his own earlier work, "A View of the Hindu Law." We have examined with care the passages referred to, and we are prepared to state that, unless a mere expression of adverse opinion amounts to a confutation, the statement that Burnell and others have "shown up the absurdity" of the idea of schools in that place appears to us to be entirely incorrect. How, upon such evidence—or rather, in such absence of evidence—can we be asked to give up views which, up to the present time, have been generally accepted, and which were originally put forward by one whose mind, on Mr. Nelson's own admission, was "ever marked" by "scholarly instincts and accuracy of thought"?

We have, of course, been able to deal only with one or two of the more general propositions formulated by Mr. Nelson; but these are of so fundamental a character that by them the "Prospectus," as a work to be relied upon, must necessarily stand or fall. We could have wished that the author had treated his subject with less enthusiasm and more discrimination. When he complains that Colebrooke, Macnaghten, "and the rest," have often been blindly followed by the courts, which have thus been sometimes led into error, he is undoubtedly right; when he states that Hindu law has sometimes been applied to persons not properly subject to it, he is probably right again. But, as to the former point, he does not seem to be aware that the errors of English writers, especially of Macnaghten, have been frequently pointed out of late years; and, as to the latter, he ought to have mentioned that the Legislature has given power to the courts to recognize customary law, so that it is the fault of the particular judge if all non-Mohammedans are sometimes classified as Hindus. His suggestion of an official inquiry as to Hindu and customary law may possibly be good in itself, but it is marred by the one-sided formation of the proposed commission, and by the foregone conclusion that the doom of Hindu law will thus be assured. This is too much like condemning a man first and trying him afterwards. Possibly there may be less of Hindu law in the ordinary sense of the expression, and more of customary law, in the Madras Presidency than elsewhere in India; but Mr. Nelson speaks now of his own part of India, and now of India generally, while, in the ardour of his excitement, he seems at times to forget, and his readers have no means of judging, to which he alludes. Mr. Nelson is a man of intellect, and, apparently, of extensive reading; but, in discarding the oracles of the past, he has set up some modern idols of his own, and he must be considered, at present, rather as the legal mouth-piece of those whom he calls the "Sanskritists" than as one who, after a thoroughly independent consideration, presents the public with his own deliberate views.

### MAGISTERIAL LAW.

AN ELEMENTARY TREATISE ON MAGISTERIAL LAW AND ON THE PRACTICE OF MAGISTRATES' COURTS. By W. SHIRLEY SHIRLEY, Barrister-at-Law. Stevens & Sons.

Mr. Shirley has followed up his "Sketch of the Criminal Law" with an elementary work on magistrates' law, on the ground that the latter has recently been constituted a special examination subject. The book is well arranged, all the provisions of the Summary Jurisdiction Act, 1879, being stated under the proper heads. The first part deals with the "Ordinary Practice of Magistrates' Courts," including the appointment, qualification, and disqualification of magistrates, and the requisites of informations, summonses, and warrants. The subject of convictions is, perhaps, somewhat inadequately treated. The procedure in summary convictions is kept distinct from that with reference to indictable offences, and the practice as to appeals at quarter sessions, stating special cases, *certiorari*, *nandamus*, and *habeas corpus* is well and clearly explained, there being also a chapter on "Reformatories and Industrial Schools." The second part refers to "Subjects Frequently Occupying the Attention of Magistrates," such as bastardy, education, highway, licensing, &c. We think Mr. Shirley has been well advised to content himself in the appendix with a mere abstract of Jervis's Acts and the Summary Jurisdiction Act, but his index is rather meagre. We observe that the preface is dated in July last, and thus Mr. Shirley has just missed the Newspaper (Law of Libel) Act, 1881, which has superseded his comments (at p. 42) on *Reg. v. Carden* (L. R. 5 Q. B. D. 1). We think that students will be well advised to provide themselves with this work.

### THE EMPLOYERS' LIABILITY ACT.

A TREATISE UPON THE EMPLOYERS' LIABILITY ACT, 1880. By ALFRED HENRY RUGGE, Barrister-at-Law. Butterworths.

The prophecy of Sir George Bramwell, in his letter to the late Sir

Henry Jackson, that there would be "a frightful crop of litigation" if the Employers' Liability Bill was passed, has not as yet been fulfilled. Although the Employers' Liability Act has now been in operation for rather more than a year, we believe that no decision of the High Court upon any of its provisions had, up to the end of September last, found its way into the reports, and therefore the readers of this book will search in vain for any authoritative guide in the construction of the statute. Mr. Ruegg has endeavoured to make up for this deficiency by giving a digest of thirteen county court decisions under the Act, between April and October of last year. His work commences with an interesting, if somewhat superfluous, history of the law previous to the passing of the Act. The comments upon the Act are very exhaustive, and are supplemented with a notice of such of the earlier authorities as the author considers bear upon its provisions; but we think that some of these cases, such as those relating to accidents to licensees, or to accidents resulting from the act of God, scarcely fall within the scope of the present work. The County Court Rules under the Act are given in full, and the book will prove a very useful manual.

**THE LAW OF THE EMPLOYER'S LIABILITY FOR THE NEGLIGENCE OF SERVANTS CAUSING INJURIES TO FELLOW SERVANTS, TOGETHER WITH THE EMPLOYERS' LIABILITY ACT, 1880, WITH NOTES, AND A SKETCH OF THE HISTORY OF THE LAW.** By THOMAS BEVAN, Barrister-at-Law. Waterlow Brothers & Layton.

We have here, first, a general sketch of the Roman, French, Prussian, Scotch, and American law on the subject, which is followed by a digest of the English decisions up to the passing of the Act. These are kept distinct from the Act itself, although many of them are again referred to under the various sections. In this part of the book many Irish, Scotch, and American authorities are noticed, as well as portions of other statutes which incidentally refer to the same subject, such as Lord Campbell's Act and the Factory and Workshops Act, 1878. There is a very good index, and the author has not deemed it necessary to limit his references to authorities to only one series of reports.

**EMPLOYERS AND EMPLOYED.** By G. ROSE INNES, jun., Solicitor. Effingham Wilson.

Mr. Innes has set out the text of the Employers' Liability Act, 1880, and the County Court Rules which have been framed with reference thereto, with an introductory chapter showing the changes which the Act has effected, and another upon the law of negligence, in which he indicates some of the principal difficulties of construction to which the statute may give rise. This will prove a useful book for non-professional readers.

## CORRESPONDENCE.

\* There was a misprint in Mr. Whitcombe's letter last week of "mortgagor's advisers" for "mortgagee's advisers."

### SOLICITORS' REMUNERATION.

[To the Editor of the Solicitors' Journal.]

Sir,—It seems, if what I hear be true, that the members of the Incorporated Law Society will hear nothing from the council about the proposed scale till it is public property. This may be of no consequence if the scale turns out to have been fairly and wisely framed. But I hear also that the scale will propose two per cent. up to £1,000 on sales and mortgages—excluding disbursements. This does not appear to me to provide fairly for transactions of £500 and under, especially if fees to counsel are among the disbursements excluded, for in small transactions the work is usually done by the solicitor, while in larger matters counsel is called in to advise and settle drafts.

I infer from notices in your journal of the reports of provincial law societies, and from other circumstances, that the members of those societies have been treated by their councils with less reserve than we in town have experienced. If so, why so? P. B. P.

### THE ENLARGEMENT OF LONG TERMS.

[To the Editor of the Solicitors' Journal.]

Sir,—A few weeks ago, in an article upon the enlargement of long terms under section 65 of the Conveyancing Act, you raised a question of some practical interest. You construed the phrase, "beneficially entitled in right of the term," which occurs in sub-section (2) (i.), to mean that the person entitled under that provision to enlarge the term into a fee must have the term vested in him. And you remarked that, "in the latest edition of a well-known collection, there is more than one pre-

cedent, purporting to enlarge a long term into a fee simple by virtue of the Act, in which the person making the declaration appears on the face of the deed not to have the term vested in him." You probably referred to the 11th edition of Pridaux's Precedents; in which (vol. 1, p. 432, and p. 433) will be found precedents answering to the description given by you.

I also observe that Messrs. Wolstenholme and Turner, at p. 85 of their edition of the Act, express the opinion that "a tenant for life, legal or equitable, . . . can effect the conversion." Commenting upon this passage you take occasion to repeat your opinion, that an equitable tenant for life is not within the terms of sub-section (2) (i.).

I do not think it necessary for me here to express any opinion, except that the question raised is one of practical importance. There are signs that section 65 is likely to have a less narrow operation than was at first in many quarters taken for granted. It is evident that if you are right, nothing but mischief can come from the free circulation of forms sanctioned by high authority, which, upon your interpretation, are inoperative. And your interpretation is, at all events, not so evidently wrong that it can safely be disregarded without further consideration; especially as it is the interpretation which leans to the side of greater caution: an argument which usually counts for a good deal with conveyancers. But my object is only to point out that the profession has a practical interest in seeing this question discussed and sifted.

Lincoln's-inn.

HENRY J. HOOD.

### THE REPEAL OF LORD CRANWORTH'S ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—The conclusion drawn by a correspondent in your columns last week, that the saving clause in section 71 of the Conveyancing Act is "fully sufficient to save the powers of Lord Cranworth's Act in the case of any instrument to which it applied," is affected by the circumstance that these powers are not implied in a deed, but are conferred on a person. If they were, indeed, statutory forms "attracted by the existence of an instrument"—to adopt the language of your correspondent—I think the result might be as he states; but the frame of the Act is wholly different. The power to give receipts (section 12), the application of the purchase-money (section 14), the conveyance to the purchaser (section 15)—in fact, all the powers and provisions in Parts II. and III.—depend solely on the substantive enactment without reference to the particular instrument. They are "conferred or annexed to particular offices, estates, or circumstances" (see section 32); and can scarcely be kept alive by a clause relating to the "operation, effect, or consequence of any instrument."

I may point out that the reasonable application of these words is to such cases as a sale and conveyance under the statutory power before the 1st of January, 1882.

AUBREY ST. JOHN CLERKE.

Lincoln's-inn, Jan. 21.

[To the Editor of the Solicitors' Journal.]

Sir,—Your issue of the 21st inst. contains a prominent paragraph respecting the operation of section 71 of the Conveyancing Act, which is calculated to carry widespread alarm to all mortgagees who have omitted from their mortgages the usual powers of sale, &c., in reliance upon the provisions of Lord Cranworth's Act. I understand your view to be that mortgagees in all such cases have now, according to the plain reading of the 71st section, irrevocably lost the benefit of those powers, and in support of that theory you cite the very decided opinion of Messrs. Clerk and Brett, as expressed in their edition of the new Act. Such a result, if true, would obviously be a most disastrous one, and to ally unnecessary alarm, and also to abate the prejudice which might arise against adopting the new Act, I am sure you will not hesitate to give equal prominence to the fact that Messrs. Wolstenholme and Turner (Conveyancing Act, p. 91) and other editors of the Act do not share in this view.

But for the remarks of the learned commentators to whom you refer, I should have thought it too clear for dispute that, under the terms of Lord Cranworth's Act and of the new Act, the statutory powers of sale, of insuring, and of appointing a receiver which, by virtue of a mortgage executed between August 28, 1860, and January 1, 1882, are conferred upon the mortgagee, remain unimpaired, notwithstanding the repeals effected by section 71 of the Conveyancing Act; and I know that the same view is taken by other persons engaged in the practice of conveyancing. For my own part I have the greatest difficulty in seeing how any other result can be squeezed out of what, with great deference, seems to me a very plain section.

T. C.

New-square, Lincoln's-inn, Jan. 26.

[Our correspondent's account of our view is incorrect. We did not think that the powers in question are irrevocably lost; we thought that the courts would feel themselves compelled, in spite of great difficulties placed in their way by the wording of the section, to hold that it meant to preserve the powers for the benefit of mortgagees

whose mortgages were executed before the commencement of the Conveyancing Act. We congratulate the Act upon our correspondent's inability to see any difficulty in the section. No Act more needs a polite facility in its interpreters.—*Ed. S.J.*

#### BILLS OF SALE.

[To the Editor of the Solicitors' Journal.]

Sir,—In Reed's "Bills of Sale Act, 1878," it is said that "a bill of sale, if otherwise *bona fide*, and for valuable consideration, will not be invalid merely because its effect is to delay a particular creditor or to defeat an expected execution; nor will such an effect invalidate a deed, executed for the benefit of one or more creditors, unless the transaction is merely a cloak for retaining a benefit to the grantor, or made for the mere purpose of defeating creditors."

The authorities cited are *Wood v. Dixie* (7 Q. B. 802), and *Alton v. Harrison* (L. R. 4 Ch. 623). In the latter case Stuart, V.C., said, "The result of the authorities shows the question to be whether the transaction is *bona fide* or a contrivance for the benefit of the debtor." And Giffard, L.J., affirming the Vice-Chancellor's judgment, used similar language.

A debtor, in insolvent circumstances, being importuned by some of his creditors and apprehensive that one or more of them might obtain judgments, and levy execution against his furniture, applied to a friend for a loan of £100, which was granted and secured by a bill of sale on the furniture. The principal object of the loan, both on the part of the debtor and the lender, was to protect the goods from being seized in execution by a creditor, but another object was to enable the debtor to pay the more importunate creditors sums on account of their claims, and so pacify them for a time. The whole £100 was so applied.

Is the bill of sale valid as against an execution creditor under the 13 Eliz. c. 5? or, in case bankruptcy supervenes, can it be supported as against the trustee?

It was not "a mere cloak for retaining a benefit to the grantor" (to use the language of Giffard, L.J.), inasmuch as a loan was actually raised and distributed amongst some of the creditors, and it is intended that the lender shall actually have the property comprised in the bill of sale unless redeemed.

Will some of your readers favour me with their opinion on the case? As in the great majority of the transactions of life, the motives of the actors were not single, but double or mixed. A COUNTRY SOLICITOR.

#### WANTED, A YOUNG COUNSELLOR.

[To the Editor of the Solicitors' Journal.]

Sir,—I send you the enclosed advertisement from the *Times* as a novelty in the way of legal advertisements. X.

[The following is the advertisement:—

To Legal Gentlemen.—Wanted, a young counsellor, or barrister, to proceed with a land case (which would be submitted through the solicitor), involving a large sum.—Apply to ———, ———, Ireland.]

#### CASES OF THE WEEK.

**SOLICITOR—LIABILITY FOR FRAUD OF PARTNER—SALE UNDER ORDER OF COURT—RECEIPT OF DEPOSIT FROM AUCTIONEER.**—In a case of *Briggs v. Bree*, before the Court of Appeal on the 18th inst., an important question arose as to the liability of solicitors to make good the loss resulting from a fraud committed by a partner. On the 15th of November, 1879, an order was made in the action that certain real estate should be sold with the approbation of the judge. The judge afterwards directed that the property should be sold on the 20th of January, 1881, by an auctioneer who was appointed for the purpose, and one of the conditions of sale provided that the purchaser should, immediately after the sale, pay into the hands of the auctioneer a deposit of ten per cent. on the amount of his purchase-money. The auctioneer entered into the usual recognizance, binding him duly to account for all sums of money which he should receive on account of the purchase-moneys of the estate at the sale, or, in case the estate should not be sold at the sale, for all sums of money which he should receive on account of the purchase-money at any subsequent sale, and duly to pay the same in such manner and at such time as the judge should direct. The property was not sold at the sale, but shortly afterwards an offer was made to the auctioneer to purchase it for £2,500. He communicated this offer to the plaintiffs' solicitors, who had the conduct of the sale, and they accepted it, subject to the sanction of the court. A conditional contract was prepared, and was sent by the plaintiffs' solicitors to the purchaser's solicitors. The purchaser executed it, and his solicitors returned it to the plaintiffs' solicitors, together with a cheque for £280 drawn to the order of the auctioneer. The plaintiffs' solicitors sent the contract to the auctioneer for execution by him on behalf of the vendors. This was done by B., one of the partners in the firm of the plaintiffs' solicitors, who had the management of the action, and who purported to act in the name

of the firm. He also, on the 1st of March, 1881, in a letter written by him in the name of the firm, sent the cheque to the auctioneer, requesting him to indorse it and return it with the contract, "so that we may pay the amount into court, pursuant to the order for sale and your recognizance." The auctioneer indorsed the cheque to the order of the plaintiffs' solicitors, and returned it to them with the contract signed by him. The partner B. indorsed the cheque in the name of his firm, but, instead of paying the money into court, he paid the cheque into his own private account, and applied the proceeds to his own use. He afterwards absconded. His partners knew nothing of this transaction. At the time when it took place the contract for sale had not been approved by the judge, and no order had been obtained for payment of the money into court. On the 7th of March, 1881, the contract was approved, and on the 19th of May an order was made that the purchaser should pay the balance of his purchase-money into court, and that the auctioneer should pay the deposit into court. After B. had absconded his partners discovered the fraud which he had committed, and the question was raised whether they or the auctioneer were bound to make good the £280. It was urged, on their behalf, that the auctioneer had not strictly complied with the terms of his recognizance, which bound him to pay the money according to the direction of the judge, and that he could not discharge himself by paying the money without any order to the plaintiffs' solicitors. Moreover, it was said that it was no part of the ordinary duty of the solicitors to receive the money, or to act as bankers, and that, therefore, B.'s partners could not be liable for his act in so doing. On behalf of the auctioneer affidavits were made by several solicitors (one of them a member of the Council of the Incorporated Law Society) to the effect that it is part of the duty of the solicitor for the party having the conduct of the sale to receive from the auctioneer the deposits received on the sale, and to pay them into court for him, having first obtained the necessary directions, and that this would be the ordinary course of practice in a London solicitor's office. Also that the solicitors for the party having the conduct of the sale are invariably allowed by the taxing master, as part of the costs of the sale, the regulated charges for the payment into court. With reference to these affidavits it was urged on behalf of the plaintiffs' solicitors that, at the most, they showed that the practice which they mentioned applied after an order for payment of the deposit into court had been made, and not to a case like the present, where no such order had been made when the money was paid over by the auctioneer. Bacon, V.C., held (30 W. R. 132) that B.'s partners must make good the loss, and this decision was affirmed by the Court of Appeal (JESSEL, M.R., and BRETT and HOLKER L.J.J.). JESSEL, M.R., said that in such a case an innocent person must suffer, but it was more satisfactory that the partners of the man who had committed the fraud should suffer rather than an entire stranger. In an ordinary case the auctioneer would have received the deposit, and would have transmitted it in due time to the solicitors who had the conduct of the sale for payment into court—that is, after the title had been approved, and a certificate obtained from the chief clerk, and an order made for the payment of the money into court. It was clearly proved to be the ordinary practice for the solicitors who had the conduct of the sale to pay the deposit into court in this way, and they were entitled to make a charge for so doing. The only question was whether, if the solicitor asked the auctioneer for the deposit before the certificate and the order for payment had been made, the payment to the solicitor would be made in the ordinary course of business. It would be an extreme refinement to say that, if the solicitor asked the auctioneer for the money after the certificate, his partners would be liable for it if he misapplied it, but that if he asked for it the day before the certificate was made, the payment to him would be beyond the scope of his ordinary authority as a solicitor, and his partners would not be liable. Assuming that it was not the ordinary practice for the solicitor to obtain the deposit from the auctioneer before the certificate was made, still his lordship thought that his doing so would be within the ordinary scope of the business of a solicitor, and consequently that his partners would be liable for his acts. BRETT, L.J., said that the duty of the auctioneer under his recognizance was to pay the money into court, and he doubted whether, as between himself and the court, the auctioneer could justify what he had done. But the present question was, not between him and the court, but between him and the solicitors. It was admitted that, if the certificate had passed, it would have been in the ordinary course of business for the solicitors to receive the money from the auctioneer, and that in that case the solicitor's partners would have been liable. It seemed to follow that if B. had told the auctioneer that the certificate had passed when it had not, B.'s falsehood would not have absolved his partners. His lordship thought it would be drawing too fine a distinction to say that the solicitor could ask the auctioneer for the money after the certificate, but not before. It was obvious that the payment to the solicitor would in either case be contrary to the strict letter of the auctioneer's recognizance. But the practice of making the payment to the solicitor arose out of the necessities of business, and the reason for it applied as much before as after the certificate. The practice was for the solicitor to ask the auctioneer for the money at a time when it was convenient that he should have it for the purpose of paying it into court, and the auctioneer was entitled to assume that the statement in the solicitors' letter to him, that it was convenient that they should have the money then for the purpose of paying it into court, was a true statement. B. was doing that which would, if he had been a truthful and honest man, have been within the scope of his authority as a solicitor, and therefore his partners were bound by his acts, and were liable for his default. HOLKER, L.J., concurred.—SOLICITORS, Harper & Batcock; C. J. Mander.

**BANKRUPTCY—PROTECTED TRANSACTION—DELIVERY OF POST-DATED CHEQUE—BANKRUPTCY OF PAYEE BEFORE DATE—BANKRUPTCY ACT, 1869, s. 94 (SUB-SECTION 3).**—In a case of *Ex parte Richdale*, before the Court of Appeal on the 19th inst., a question arose as to the effect of the payment of a debt by a post-dated cheque, when the payee is adjudicated a bankrupt and

notice of the adjudication is given to the drawer between the delivery and the date of the cheque, the adjudication being founded upon an act of bankruptcy committed by the payee before the delivery of the cheque to him, but the drawer having had no notice of the act of bankruptcy at the time when he delivered the cheque. Bacon, C.J., held (30 W. R. 124) that the drawers of the cheque must pay the amount over again to the trustee in bankruptcy of the payee, on the ground that they ought, after they had received notice of the adjudication, to have directed their bankers not to pay the cheque. This decision was reversed by the Court of Appeal (JESSEL, M.R., and BRETT and HOLKER, L.J.J.). The cheque was delivered by the drawers to the bankrupt on the 25th of April, in payment of a debt which they owed him, and it was post-dated on the 28th of April. On the 27th of April the payee was adjudicated a bankrupt, and notice of the adjudication was served on the drawers. The act of bankruptcy had been committed on the 14th of April, but the drawers had no notice of it when they delivered the cheque. The cheque was made payable to the order of the bankrupt, and he indorsed it to his nephew, in order that he might obtain the money for him. The nephew, on the 28th of April, paid the cheque to his own bankers, in order that they might at once carry the amount of it to the credit of his current account with them, which they did. The cheque was afterwards paid by the drawers' bankers to the nephew's bankers. JESSEL, M.R., said that the case was rather a singular one, but it appeared to him to be clearly within section 94 of the Bankruptcy Act. At the time when the cheque was given the act of bankruptcy had been committed, but the givers of the cheque had no notice of it. Therefore, though the cheque was post-dated, the giving of it was a dealing with the bankrupt, and it was made by section 94 a valid dealing. What was the duty of the givers of that which in law was a bill of exchange? Was there any obligation on a person who had, as it was commonly called, paid a debt by a bill of exchange (though it was not a payment in law) to refuse to pay the bill if the drawer became a bankrupt? His lordship was not aware of any such obligation. If the giving of the cheque was a valid transaction, everything followed from it. The person who was ordered to pay paid. If the trustee had stopped the cheque, or had given notice to the bankers, it would have been another matter. Why the drawer of the cheque should give notice his lordship could not discover. He had never heard of any obligation to stop a cheque given for value to one person for the benefit of some other person. The argument assumed that there was some obligation in the case of a bankrupt which there would not otherwise be. But there was no such provision in the Bankruptcy Act. The court, however, ought also to consider what the result of stopping the cheque would be. The person who stopped it would run the risk of its being in the hands of a *bona fide* holder for value—i.e., the risk of having to pay the costs of an action by such a holder. Why should he do that for the benefit of the creditors of the bankrupt? There was another point sufficient to dispose of the case—viz., that the very thing had actually occurred here. The bankrupt's nephew paid the cheque to his own bankers, and they placed the amount to his credit. The bankers were, therefore, holders of the cheque for value. The moment they credited the amount of it to the nephew the cheque became their property. Therefore, if the drawers had stopped the cheque on the 28th of April, still they could not have avoided paying it. The original transaction being protected by section 94, it was clear that the trustee could have had no claim to the cheque. But it was enough to base the decision on the first ground. The appeal must be allowed. BRETT, L.J., said that the giving of the cheque on the 25th of April, dated the 28th, was equivalent to giving a promissory note payable on the 28th. This altered the legal position of the creditor as regarded the debtor, for it suspended his right to sue for the original debt during the currency of the note. It was, therefore, a dealing with the debtor, and it was protected by section 94. By the delivery of the note to the bankers on the day it became due, with the intention that the amount should be at once placed to the customer's credit, the bankers became immediately holders of the note for value. It was presented to the drawers' bankers, and paid by them. This was a payment of the original debt, and a payment by reason of a protected dealing, and, unless the drawers were bound to stop the cheque, the trustee could have no right to the money. It came back, therefore, to the question whether they were bound to do that. His lordship knew of no legal obligation, by contract or by law, on a person who had once given a cheque to stop it. If the drawers in the present case had stopped the cheque, they would not only have put themselves in danger, but they would have rendered themselves liable to the bankers who were the holders of the cheque for value. HOLKER, L.J., said that it would be a strange thing, when the appellants could stop the cheque only by running the risk of incurring the obligation of having to pay it, that they should be bound to pay it over again because they did not stop it.—SOLICITORS, E. Doyle & Son; Munton & Morris.

**BILL OF SALE—STATEMENT OF CONSIDERATION—EXPENSES OF DEED—BILLS OF SALE ACT, 1878, s. 8—APPEAL—EVIDENCE IN COURT OF FIRST INSTANCE—DUTY OF APPELLANT—RIGHT TO RAISE NEW CASE IN COURT OF APPEAL.**  
—In a case of *Ex parte Firth*, before the Court of Appeal on the 19th inst., an important question arose whether the consideration given for a bill of sale had been stated in it so as to comply with the provisions of section 8 of the Bills of Sale Act, 1878, and the result of the decision was, in one respect, to shake the authority of the recent decisions of the Court of Appeal in *Ex parte National Mercantile Bank* (28 W. R. 348, L. R. 15 Ch. D. 42) and *Ex parte Challinor* (29 W. R. 205, 16 Ch. D. 260). The bill of sale contained a recital that the grantee had agreed to lend to the grantor the sum of £40, upon having the repayment thereof, together with the further sum of £20, being the amount of interest and expenses attending the advance, secured in manner thereafter appearing. And the deed was expressed to be made "in consideration of the sum of £40 now lent and paid by the mortgagee to the mortgagor."

The deed provided for the re-assignment of the property by the mortgagee to the mortgagor on payment to the mortgagee of the sum of £60 by consecutive monthly instalments of £5 each. At the foot of the deed was a receipt signed by the mortgagor, acknowledging that he had received the £40 on the day of the date of the deed. The evidence, as the Court of Appeal held, proved that in fact only £38 10s. was paid to the mortgagor on the execution of the deed, the sum of £1 10s. having been retained by the mortgagee, notwithstanding the request of the mortgagor that the whole £40 might be paid to him, for the purpose, as was represented, of paying a fee of £1 to the solicitor who attested the execution of the deed, and ten shillings to a person sent on behalf of the mortgagee to inspect the property. Bacon, C.J., held that the whole £40 was paid, and that the deed was valid against the trustee in bankruptcy of the mortgagor, but this decision was reversed by the Court of Appeal (JESSEL, M.R., and BRETT and HOLKER, L.J.J.). JESSEL, M.R., said that on the evidence the court must come to the conclusion that only £38 10s. was paid to the grantor, and not £40 as was stated in the deed. If that was so, how could it be said that the true consideration was stated in the deed? It was said that the thirty shillings was deducted for expenses incident to the transaction itself. But there was a great distinction between the advance of a sum of money upon the terms that out of it a debt due by the borrower to a third person should be paid, a part of the sum being handed back by the borrower to the lender for that purpose, and the case of the retention or handing back of a sum which was not truly a debt until after the transaction was completed, a sum which consisted of the expenses of the transaction itself. When a mortgage was completed the mortgagor was liable to pay to the mortgagee the expenses of the mortgage deed, but there was no debt in respect of those expenses until the transaction was completed. It had, indeed, been decided that, if the transaction fell through, the intending mortgagee could not recover the expenses from the mortgagor. To avoid this risk it was usual for the intending mortgagee's solicitor to obtain an undertaking from the intending mortgagor's solicitor to pay the expenses in any event, and sometimes a formal contract was entered into for the purpose. The intending borrower could not, therefore, be liable to the lender for any expenses incident to the transaction until after it was completed. In the present case, indeed, his lordship was of opinion that there could be no liability at all for the expenses, even after the completion of the transaction, inasmuch as £20 was expressly charged for interest and expenses. There was not, therefore, even an inchoate debt for the expenses. The principle of the decisions in *Ex parte National Mercantile Bank* and *Ex parte Challinor* was explained by James, L.J., in the latter case thus (L. R. 16 Ch. D. 266):—"When a man borrows money he generally does so for the purpose of paying his debts, at any rate he ought to employ it in paying them, and if, by his direction, the money stated as the consideration is applied by the lender in the honest discharge of the borrower's debts, there is no reason for saying that that is not a payment of the money to him. That was the principle of our decision in *Ex parte National Mercantile Bank*, and in that case, besides the promissory notes of the borrower, which were taken up, there were deducted some charges for the preparation of the security. It appears to me quite right to deduct the costs of preparing the bill of sale, and the auctioneer's charges for valuing the property, for that is what happens upon every mortgage transaction. The amount advanced is always considered to be that which is mentioned in the mortgage deed, and out of that sum the solicitor who prepares the deed, who is always the solicitor of the mortgagee, deducts his own costs of preparing the deed, and the fee of any person who has been employed to value the mortgaged property with a view to the making of the advance. And it does not seem to me that the money was the less paid to the borrower because part of it was, with his consent, applied in payment of a debt for costs to his solicitor, which was not, indeed, strictly payable, because a bill of costs had not been delivered, but which was really owing to the solicitor." The Master of the Rolls was quite willing to take those decisions as thus explained. It was plain that James, L.J., in dealing with the small sum which had been there deducted for the costs of the deed, thought that it was a debt; the fact that it did not become a debt till after the transaction was completed was not present to his mind. All that he intended to decide was that a debt, strictly so called, due from the mortgagor could be deducted from the consideration stated in the deed. This reconciled those two cases with the subsequent decisions, such as *Hamilton v. Chaine* (29 W. R. 676, L. R. 7 Q. B. D. 319). At any rate the court was not disposed to extend the decisions in *Ex parte National Mercantile Bank* and *Ex parte Challinor* any further. BRETT, L.J., said that those two cases could in future be treated as binding authorities only in cases which came within the principle enunciated by James, L.J., as the ground of the decision—i.e., they were authorities only for saying that, if part of the consideration stated in a bill of sale was, by the direction of the grantor, given at the time, applied in discharging then existing debts due by him, the money so paid might be properly stated in the deed as money then paid to him. Beyond that these cases had no binding authority.

Another point arose thus:—In the county court there were affidavits on the part of the grantor that only £38 10s. was paid to him on the execution of the deed, and affidavits on the part of the grantee that the whole £40 was paid. The witnesses were cross-examined before the judge, with the result that he disbelieved those of the grantee and believed those of the grantor. No note, however, was taken of this oral evidence, either by the judge, or by counsel, or by a shorthand writer, and when the appeal came before the Chief Judge the original affidavits were the only evidence adduced. But his lordship was informed of what had taken place in the county court. He, however, decided the case upon the affidavits alone, coupled with the receipt signed by the grantor, and upon this evidence he reversed the decision of the county court judge, and held that the whole £40 had been paid to the grantee. The Court of Appeal were of opinion that this was not a right course to adopt. JESSEL, M.R., said that it was a miscarriage. The appellant was bound to present to the Chief Judge a sufficient note of the oral evidence,

If he intended to appeal he ought to have asked the judge to take a note of the oral evidence, or to have had some note of it taken. If, by some accident, the note of the evidence had been lost, the court would have had power by way of indulgence to allow the evidence to be taken again. But the Chief Judge was not entitled to decide the case in the absence of the evidence upon which the county court judge had based his decision. In the Court of Appeal the parties agreed to admit a newspaper report of the oral evidence, and this was read to the court. And JESSEL, M.R., said that it would require a very strong case to induce the Court of Appeal, in a case of conflicting testimony, to overrule the decision of the judge who had seen and heard the witnesses.

A third point in the case was this:—There was some evidence tending to show that the goods comprised in the deed were not in the apparent possession of the bankrupt at the time when the bankruptcy petition was filed, and, if this was so, the Bills of Sale Act would have had no application. This point, however, was not raised in the county court. It was raised before the Chief Judge, but not much insisted on, because he was in favour of the grantee on the other point. In the Court of Appeal the grantee's counsel endeavoured to raise the point, but the court held that, as it had not been raised in the county court, it could not be raised afterwards. JESSEL, M.R., said that if a point was not taken before the tribunal which heard the evidence, and evidence might have been adduced there which, by any possibility, would have prevented the success of the point if it had been raised, it could not be raised afterwards. The party was bound to raise the point in the first instance, so as to enable his adversary to meet it by other evidence. The evidence in the present case fell far short of conclusively proving that there had been a change in the apparent possession of the property before the filing of the petition, and therefore the point could not now be raised.—SOLICITORS, *W. & J. Flower & Nussey; Hemlin & Grammer.*

**POWER OF LEASING—CONSTRUCTION—REPAIRING LEASE.**—In a case of *Truscott v. The Diamond Rock Boring Company*, before the Court of Appeal on the 18th inst., a question arose as to the construction of a power of leasing contained in a settlement. The deed empowered the trustees to demise the property to any person who should "improve or repair the same, or covenant or agree to improve or repair the same." The trustees entered into an agreement to demise the property for seven years to the defendant company. The agreement provided (*inter alia*) "lessee to do necessary repairs." The action was brought by the trustees for the specific performance of the agreement. On behalf of the defendants it was contended that a lease upon the terms of the agreement would not be within the power. It was said that the power required that the lessee should do something in the nature of an improvement to the property, something which would add to its value. Ordinary repairs would not be sufficient, but the property must be in such a state as that the putting of it into tenable repair would result in a substantial improvement in its value, and it was not in that state. An ordinary repairing lease would not do. Chitty, J., acceded to this view, and held that the plaintiffs could not show a good title to grant the proposed lease. This decision was reversed by the Court of Appeal (JESSEL, M.R., and BRETT and HOLKER, L.JJ.). JESSEL, M.R., said that the question really arose on the words, "covenant or agree to improve or repair." It was proposed that the lessees should covenant to "do necessary repairs." Was that a covenant to "repair" within the meaning of the power? His lordship had no doubt that it was. It was within the literal meaning of the words. The word "necessary" could neither add to nor take away from the meaning; if repairs were not necessary they were not wanted. The power was, therefore, literally complied with. Was there any reason for saying that it had not been complied with in substance? A covenant on the part of the lessee was necessary only to compel him to do that which otherwise the lessor would have to do, and if he covenanted to do the necessary repairs, that was all which could be wanted. Did the power mean to put in repair or to keep in repair? The latter would include the former. His lordship thought it meant that there should be a general covenant to repair—i.e., a covenant to do the repairs for all time during the continuance of the lease. If so, a covenant to do necessary repairs must mean a covenant to repair during the continuance of the term, and would be, both literally and substantially, within the power. As to the case of *Doe v. Withers* (2 B. & Ad. 896), whatever might be thought of some of the dicta there, it was not an authority binding on this court. The case of *Easton v. Pratt* (2 H. & C. 676) to a great extent governed the present case. The power there was differently worded, and, therefore, it was not exactly in point; but the power was stronger against the lessee. In the present case there was no power to grant an ordinary lease at a rack-rent, and, if the respondents were right, no lease could be granted if the property was in good repair. In *Easton v. Pratt* the Court of Exchequer Chamber decided that a covenant to repair and keep in repair would comply with a power which required that a repairing lease should be granted. It was a decision that a covenant to repair and keep in repair made a lease a repairing lease. It covered rather more than had to be decided on the present occasion. In his lordship's opinion, the agreement in the present case was entirely within the power. BRETT, L.J., said that every document must be construed according to the ordinary meaning of the English language, unless the words used had acquired some technical meaning, and some meaning must be given to all the words. This power was not expressed in any technical language. He could not agree that the words "improve" and "repair" were equivalent words. He thought the meaning was that the tenant was to take on himself all repairs which a landlord would ordinarily do—i.e., to put the premises in ordinary tenable repair at the beginning of the term, if they were out of repair, and to keep them during the term in such repair by doing all which a landlord would ordinarily do during the term, and his lordship thought that the agreement imposed this obligation on the tenant. Therefore, though with some hesitation after the decision of Mr. Justice

Chitty, he held that the proposed lease was within the power. HOLKER, L.J., said that it seemed to him that "necessary repairs" meant that the lessee was to do all the repairs. And as to the power, he thought the settlor meant that the property was not to be let to anyone unless he should agree either to improve it or to repair it. The reasonable construction of the word "repair" was that when the lease was made the lessee should be under an obligation to do or to covenant to do something which he would not otherwise have been obliged to do. The power required this—that the lessee should either do repairs or enter into a covenant to do repairs generally—that is, all repairs that were needful. And his lordship thought that the agreement imposed this obligation on the defendants.—SOLICITORS, *G. R. Pilgrim; Norton, Rose, & Co.*

**COURT OF BANKRUPTCY—PRACTICE—EVIDENCE—CROSS-EXAMINATION—RIGHT TO WITHDRAW AFFIDAVIT.**—In a case of *Ex parte Child*, before the Court of Appeal on the 26th inst., an important question of bankruptcy practice arose—viz., whether, when the respondent to a motion has filed an affidavit, the moving party has an absolute right to cross-examine the witness who has made it, whether the respondent intends to read the affidavit or not. The applicant insisted that he had this right, and before the respondent's case was opened he asked his counsel to give an undertaking that he would use an affidavit made by the respondent. This the counsel declined to do, though he had no objection to the respondent being called by the applicant as a witness on his behalf. The applicant's solicitor then insisted that he had a right to cross-examine the respondent on his affidavit at once. The respondent was called, and, by the advice of his counsel, he refused to answer. Mr. Registrar Hazlitt held that the respondent was bound to submit to the cross-examination. The Court of Appeal (JESSEL, M.R., and BRETT and HOLKER, L.JJ.), inquired of the registrars in bankruptcy what is the practice in that court, and Mr. Registrar Murray gave the following certificate, in which all the other registrars, after fully considering the matter, concurred:—"As a general rule, and in the absence of objection, all the affidavits which may have been filed in due time (as regulated by the General Rules, No. 50, &c.), whether filed on behalf of the applicant or respondent, including those (if any) filed in reply, are, on the opening of the case, read to the court, and if notice to cross-examine any of the witnesses on the one side or the other has been given, the cross-examination of the applicant's witnesses is taken first and concluded, and then the cross-examination of the respondent's witnesses, after which the advocates for the respective parties are heard on the whole case. If, however, on the opening, the respondent alleges that there is no case, and objects to his affidavits being read until that question has been disposed of, such objection is always allowed, and it frequently happens that, by reason of the applicant's evidence failing to establish his case, the respondent is not called upon to read his affidavits, or to enter at all on his defence. The result would be analogous to a *conusit*. I have never known a case in which a party has been held compellable to read an affidavit (which he desired to withdraw) merely because it had been filed; but this would not preclude the opposite party from being allowed to examine the deponent as his own witness. The question sometimes arises in this way. An affidavit having been filed, the opposite party gives notice to cross-examine. By accident, or otherwise, the deponent is not present for cross-examination. On objection taken that the affidavit cannot be read, one of two alternatives happens. Either the party on whose behalf it has been filed elects to withdraw the affidavit, which the court invariably holds him at liberty to do; or, if he desires to use it, the court, on application, will (upon terms as to costs) adjourn the further hearing, that the deponent may attend for cross-examination." The certificate added that the particular point which had arisen in *Ex parte Child* had never before arisen in practice, so far as the registrars were aware. JESSEL, M.R., said that, under the Judicature Rules, the applicant would, on a motion in the High Court, have had the right which he claimed. But those rules did not apply to the Court of Bankruptcy, and the registrar's certificate settled conclusively what the practice in that court was. The appeal must be allowed, and the order of the registrar discharged. But the costs of the appeal would be costs in the matter. The applicant would be at liberty to give such further evidence as he might be advised. BRETT and HOLKER, L.JJ., concurred.—SOLICITORS, *Eady: A. G. Ditton.*

**CHOSE IN ACTION—POLICY OF ASSURANCE—ASSIGNMENT—NOTICE—PRIORITY—SOLICITOR'S LIEN—30 & 31 VICT. C. 144—JUDICATURE ACT, 1873, s. 25, SUB-SECTION 6.**—In a case of *The West of England Bank v. Batchelor*, before Fry, J., on the 24th inst., a curious question arose as to a solicitor's lien. B., who held a policy of insurance on his own life, in 1872 mortgaged it to O., and notice of the assignment was given to the insurance company. In 1875 the mortgage was paid off, and O. executed a re-assignment of the policy to B., and handed back the policy. Notice of the re-assignment was given to the company. B. left the re-assignment and the policy in the hands of his solicitors, to whom he then owed some costs. In 1878 he executed a mortgage of the policy to his bankers. On this occasion he told the bankers that he had lost or mislaid the original policy, and, upon his statement that he had done so, and that he had not assigned it, the insurance company gave him a certified copy of the original. The bankers were satisfied with this. They made inquiries of the company, and were informed that they had received no notice of any assignment of the policy, except that to O., and the bankers ascertained that O.'s claim had been satisfied. B.'s solicitors knew nothing of this transaction. Notice of the assignment to the bankers was at once given to the company, and acknowledged by them. It was admitted that B. had not been guilty of any fraud, but that he had forgotten that the original policy was with his solicitors. In 1880 the bankers were about to sell the policy, and they asked B. to make a fresh search for the

original, and he thereupon communicated with his solicitors. They then informed the bankers that they had held the policy since 1875, and that they claimed a solicitor's lien on it for costs due to them by B. They also gave notice to the insurance company, to whom they had given no previous notice. The action was brought by the bankers against B. and the solicitors, claiming a declaration that they were entitled to priority over the solicitor's lien; an order for delivery up of the original policy; and the ordinary foreclosure judgment against the defendants. B. did not defend the action. The solicitors insisted on their lien. It was contended that they had lost their priority by omitting to give notice of their claim to the insurance company in the first instance. Fry, J., said that the assignee of a *chose in action* took it subject to all equities affecting it, and he thought that this rule had been in no way altered by the Act 30 & 31 Vict. c. 144, or by section 25, sub-section 6, of the Judicature Act, 1873. A prior equity might be lost by negligence in not giving notice of it. The question, therefore, was whether the solicitors, in order that they might retain their lien, should have given notice to the company. What was the nature of a solicitor's lien? It was a merely passive right, a right to hold a piece of paper or a parchment until he was paid his costs. It gave the solicitors in this case no right to be paid out of the fund; it was merely a right to embarrass the plaintiffs. It was necessary that the assignee of a fund in the hands of a trustee should, by notice to the trustee, make himself a *cestui que trust* of the fund, and also, that by means of the notice, he should prevent the possibility of a fraud being committed. In the present case the solicitors had no right to convert the insurance company into trustees for them. They had only a right to the policy itself, the piece of paper; they had no right to the policy money. The mere fact that B. did not hold the paper was notice to all the world that it was held by some one other than B., and that they held it was the only thing of which the solicitors could be bound to give notice. No fraud could be committed by their not giving notice. The bankers chose to run the risk of the paper being in the hands of some person other than B. who might have a lien on it. On this ground the plaintiffs' case failed as against the solicitors. Another ground was that the plaintiffs had not used due diligence. They knew that a re-assignment had been executed by O. They should have asked for it, and, if they had done so, and it had not been produced, its absence would have suggested to a prudent person to ask whether it had not been executed in the presence of a solicitor, and who that solicitor was. This would have led to the discovery of both the re-assignment and the policy. The action must be dismissed as against the solicitors, but the ordinary foreclosure judgment must be pronounced as against B.—*SOLICITORS, Clarke, Woodcock, & Ryland; Cunliffe, Beaumont, & Davenport.*

**WILL—CONSTRUCTION—GIFT OF RESIDUE—BENEFICIAL INTEREST—APPOINTMENT OF EXECUTOR—11 GEO. 4. AND 1 WILL. 4, c. 40.**—In a case of *Re Storey, Storey v. Jones*, before Manisty, J., on the 23rd inst., a question was raised as to whether an executor took a gift of residue beneficially or not under the following will. The testatrix gave all she had in the world to the executor, thereout to pay her funeral and testamentary expenses and debts. She then gave certain specific legacies and appointed the defendant executor. For the plaintiff it was contended that there was a trust to pay the debts, funeral and testamentary expenses, which had partially failed, and therefore that the executor took the residue subject to a resulting trust in favour of the testatrix. For the defendant it was contended that the effect of the first gift was merely to charge the property with the debts, and that there was nothing to prevent the defendant taking beneficially as any other legatee. MANISTY, J., said that there were two classes of decisions applicable to the case, one where the property was given on trust, which partially failed, and the second, where the property was merely given charged with and subject to certain things, in which case the executor took beneficially what remained after satisfying the charge, and that these rules had been laid down in *King v. Denison* (1 V. & B. 261), which he considered good law. The present, he considered, fell within the second class of cases, and there was no trust which partially failed. The executor, therefore, took the residue beneficially.—*SOLICITORS, Combe & Wainwright; Peacock & Goddard.*

**RAILWAY COMPANY—SUPERFLUOUS LAND—CONVEYANCE TO OTHER COMPANY—PRE-EMPTION—LANDS CLAUSES ACT, 1845, ss. 127, 128.**—In the case of *Hobbs v. Midland Railway Company*, also before Manisty, J., on the 23rd inst., an important point was argued as to whether certain land was superfluous land under the 128th section of the Lands Clauses Act, 1845. The lands were taken under their compulsory powers by the Midland Company, and within the period of ten years they had conveyed a part away to another railway company. The plaintiff had thereupon required the lands to be sold to him, as the defendants had not given him any offer of pre-emption, and on the defendants' refusal to convey to him he brought this action to have it declared that he was entitled to have the lands conveyed to him. It appeared that the lands were occupied by sidings which were used by both the railway companies, and that they had been sold under a *bona fide* belief that the Midland Company were authorized to do so by two special Acts. MANISTY, J., was of opinion that the mere fact of a conveyance having been executed of the lands was not conclusive as to their being superfluous lands, and that such evidence might be rebutted. In the present case there was evidence that the lands were used by the Midland Company, although jointly with another company, and therefore he could not say that they were now superfluous, although they might become so before the expiration of the ten years fixed by section 127. In his opinion, however, the Midland Company had no right to convey away the lands without first offering them to the plaintiff; and, therefore, there must be a direction setting aside the conveyance by them.—*SOLICITORS, Sawbridge & Beale & Co.; Twissell, Parker, & Co.*

## COUNTY COURTS.

## MANCHESTER.

(Before JOHN A. RUSSELL, Esq., Q.C., Judge).

January 6.—*Ex parte Gillibrand, Re Frith and West.*

Right to distrain—Use and occupation.

This was an application by T. W. Gillibrand, as trustee of the property of Frith and West under resolutions for liquidation of their affairs, for an order declaring that O. Robinson and others (the respondents) were not, at the date of the levying by them of a distress for rent, amounting to £3,358 18s. 3d., upon the effects of the debtors on premises occupied by them, entitled so to distrain for any sum whatever, or, in the alternative, that they were only entitled so to distrain for £1,860 or some lesser sum, or, in the further alternative, that they were entitled so to distrain for a lesser sum than £3,358 18s. 3d., and to declare for what sum they were entitled to distrain, and for an order in accordance therewith.

By indenture, dated 28th of September, 1869, the Chamber Mill and premises at Hollinwood, near Manchester, were demised to John Frith for the term of three years from 30th of September, 1869, at the yearly rent of £852 10s. At the expiration of that term the lessee continued the tenancy from year to year, the rent being raised at sundry times to £874 14s. per annum. In January, 1876, John West joined Frith in partnership. In March, 1878, Frith gave written notice to quit in September following. In the month of September negotiations were entered into between Frith and the landlords, and on the 11th of that month the landlords' solicitors wrote Frith's solicitors as follows:—"We yesterday had an interview with our clients, the trustees of the late George Barlow, Esq., who (since our last communication with you) have been in consultation with their beneficiaries, and have now come to a final decision. They are prepared to grant to your client, Mr. John Frith, a lease of the Chamber Mill and premises now in his occupation on the following terms:—(1) That all arrears of rent and accruing rent to the termination of the tenancy on the 30th of September instant be paid in cash; or otherwise that additional goods be deposited by Mr. Frith of adequate value to cover the amount. (2) That the lease commence from the 1st of October next and be for a term of either five or seven years (at the option of Mr. Frith), at a yearly rent of £550, payable quarterly in advance." The letter also contained stipulations as to the covenants to be entered into by the lessors and lessee, respectively, and concluded, "On the unconditional acceptance of, and compliance with, the foregoing terms (but not otherwise), our clients (acting upon the report of Mr. James Hardman) consent to make an allowance to Mr. Frith of the sum of £335 17s. 6d. in respect of his claim for improvements; but Mr. Frith will please distinctly to understand that this allowance must be treated as an act of grace, and is entirely conditional upon the foregoing terms being carried out in their integrity." On the 23rd of September the landlords' solicitors again wrote Frith's solicitors, as follows:—"Our clients will not make any concession or deviate in any way from the terms of the proposed new lease, as indicated in our letter of the 11th inst., beyond this—namely, that on your clients making to their satisfaction the repairs and improvements suggested by him, they will allow him the sum of £179 18s., being his estimate of the cost of such repairs and improvements." On the 25th of September Frith's solicitors wrote the landlords' solicitors as follows:—"Mr. Frith will be prepared to accept a lease for five years on the terms proposed as modified in your letter of the 23rd instant." The arrears of rent owing by Frith on the 30th of September, 1878, amounted to £2,117 16s. 11d., for which the landlords held security which afterwards realized £1,000 12s. 4d. The debtors did not pay off those arrears or deposit any further security. They from time to time paid sums of money on account which, with the £1,000 realized from the security, reduced the arrears to £79 17s. No lease was ever given. Only one rent-note was sent in—viz., in May, 1880—in which the debtors were debited with rent at the old rate of £874 14s. The evidence of the debtors was that, after the termination of the tenancy in September, 1878, they never agreed to pay any more than the reduced rent of £550 per annum, and repudiated any liability for anything more. On the other hand, the landlords stated that they only agreed to accept such reduced rental conditional on the debtors complying with the letter of September 11, 1878, and claimed rent at the old rate from that date in default of such compliance. On the 17th of October, 1881, the landlords distrained upon the debtors' premises for £3,353 18s. 3d. for arrears of rent calculated at the higher rate. On the 24th of the same month the debtors filed their petition for liquidation, and Gillibrand was appointed receiver. Sale under the distress was postponed by consent until the appointment of a trustee, which took place at the first meeting of creditors on the 11th of November, Gillibrand, the receiver, being appointed trustee. On the 17th of November, the trustee tendered to the landlords £1,860 (the balance owing calculated on the basis of the letter of the 11th of September, 1878), and £100 for costs, which was refused. The value of the property seized was about sufficient to cover the amount distrained for, and if the landlords succeeded in their contention they would take the whole of the estate with the exception of about £150 of book debts. By arrangement, the property was being realized by the trustee, the proceeds to be held over to abide the result of the application, and consent was given to the county court exercising jurisdiction to determine the matter.

S. Taylor, for the trustee, in support of the application.—There never was any agreement or contract for tenancy after the expiration of the notice to quit in September, 1878. There was not that *consensus ad idem* necessary to constitute an agreement; consequently, although the landlords had a right to remuneration for use and occupation, they had not a right of distress. With regard to balance of old rent, the statute 8 Anne, c. 14, gives a right of distress only during six months after the expiration of the tenancy. He cited

Woodfall on Landlord and Tenant, 411; *Alford v. Vickery* (C. & M. 280); *Jenner v. Clegg* (1 M. & R. 213); *Williams v. Sliven* (9 Q. B. 14); *Taylor v. Wildin* (L. R. 3 Ex. 303); *Hegan v. Johnson*, (2 Taunt. 147); *Dunk v. Hunter* (5 B. & A. 322); *Elgar v. Watson* (C. & M. 494); *Mayor of Thetford v. Tyler* (8 Q. B. 95).

His Honour referred to *Anderson v. Midland Railway Company* (30 L. J. Q. B. 97).

*A. Hopkinson*, for the respondents.—Where a lessee holds over after the expiration of his lease he continues as yearly tenant on the terms of the lease so far as they are applicable. Any act of the parties recognizing that one is tenant and the other is landlord is sufficient to create a yearly tenancy. It is not necessary that that recognition should be by payment of rent. He cited *Platt on Leases*, 2nd vol., 521; *Woodfall on Landlord and Tenant*, 10th ed., 553; *Robinson v. Hayward* (3 C. & P. 432); *Digby v. Atkinson* (4 Camp. 275); *Thomas v. Packer* (1 H. & N. 669).

His Honour.—With regard to these cases it strikes me that they are not applicable to what we are dealing with here, which is not a holding over after expiration of the lease but after notice to quit. The lease expired in 1872. The tenancy was determined on notice to quit in September, 1878. I apprehend that immediately the 29th of September arrived the tenant was there under such circumstances that the landlords could turn him out if they liked, as he was a trespasser. By no process of distress can the amount of rent be settled between the parties. In order to entitle the landlords to distrain there must be some fixed rent.

*Hopkinson*.—The rent is not uncertain because, sweeping away the agreement of September, 1878, the old terms remain.

His Honour.—If you sweep away the agreement there is no defined rent, and that being so, there is no right to distrain. The landlord is entitled to sue and get compensation, because there is a non-adjusted rent.

*Hopkinson*.—The acts of the parties show that there is a relation of landlord and tenant.

His Honour.—Assuming that it should turn out that the tenant is correct, and that he is liable for £550 instead of £870, there is no means of adjusting that by process of distress. The facts are these:—In September, 1878, this negotiation takes place. It is perfectly evident that the debtors considered that after the 29th of that month they were in possession of the property under the terms of the agreement. It is equally clear that the landlords looked upon the agreement altogether as void, and that they were entitled to hold the tenants upon the old terms of rent. Now I offer no opinion upon what the rights of the parties were, but it is abundantly plain that that was the contention on one side and the other, and that being so, the man was a mere occupier of the premises—he insisted upon his right to occupy under this agreement, which might or might not constitute him a tenant. The other side say, "No, we set this aside altogether, and until you pay the arrears of rent we will have nothing at all to do with the agreement"; and, therefore, they appear to me to be wise as the poles asunder. One says, We will recognize you as our tenant provided you do so-and-so, which the other side never complies with, and the relationship of landlord and tenant was never recognized by one side or the other except on those conditions. I am perfectly satisfied that the relation of landlord and tenant did not exist between these parties. There is no fixed rent agreed upon, and therefore the landlords could not distrain.

*Hopkinson*.—My second point is that the tenancy which existed on the expiry of the old lease never determined at all: *Kelly v. Paterson* (L. R. 9 C. P. 681).

His Honour.—All that class of cases I perfectly admit. I don't know what the effect might have been [supposing we had been dealing with what took place, not in September, 1878, but in September, 1872, when the lease expired. The only difference to my mind is this, which is fatal to the respondents' case, that on the notice to quit in September, 1878, expiring, the relation of landlord and tenant absolutely determined. The reversion came back into possession of the landlords, and from that time forth the parties had not the relation of landlord and tenant, but landlord and trespasser, and that relation could only determine by some arrangement, which arrangement was never made.

*Hopkinson*.—I say that if they did not come to an agreement the old relationship continues.

His Honour.—You put the matter in a very fair and intelligible way. You say that there being no agreement the old state of things continues. I should be perfectly willing to listen to that, supposing there were nothing more, but it is shown from the facts that not only did the old agreement not continue, but that a new arrangement was contemplated between the parties, which arrangement itself came to nothing, and that whilst that was in a state of uncertainty this distress took place, and holding as I do that you cannot distrain unless the amount of rent is adjusted between the parties, either by implication or agreement, and there being no implication here, because it is repudiated, and there being no fresh arrangement between the parties, because they could not agree, therefore you have no right to distrain. There was no agreement, and there, it seems to me, is the weakness of your case. If things had gone on and nothing had taken place it would have been different, but that is not so. The parties were sufficiently active to destroy the old state of things, and not sufficiently active as to make a new agreement. I will make a declaration that the respondents had no right to distrain.

Order accordingly, with costs.

Solicitors for the trustee, *Sale, Seddon, Hilton, & Lord*, Manchester.

Solicitors for the respondents, *Wrigley & Morecroft*, Oldham.

The South-Eastern Railway (Channel Tunnel) Bill, the object of which was to construct a short railway near the commencement of the Channel Tunnel, was before the House of Commons examiners of private Bills on Wednesday, and was thrown out for non-compliance with the standing orders.

## OBITUARY.

### MR. ARTHUR JAMES SHIRLEY.

Mr. Arthur James Shirley, who died under melancholy circumstances at Doncaster on Thursday, January 19, was the youngest son of Mr. W. E. Shirley, town clerk of Doncaster; the eldest son being Mr. W. Shirley Shirley, barrister-at-law. He was born in 1853; and was educated at Rugby School under Dr. Temple, the present Bishop of Exeter. In 1876 he was admitted a solicitor, and became a member of his father's firms—Shirley, Atkinson, & Shirley, of Doncaster, and Shirley, Atkinson, & Donner, of Scarborough. In 1879 he was elected by the corporation to the office of coroner for the borough of Doncaster, a very important post for so young a man. He had, however, satisfactorily filled the office of deputy-coroner for a couple of years before this appointment. His discharge of the duties of coroner answered the highest expectations of his friends; tact, temper, and common-sense being displayed in an eminent degree. In addition to holding the office of coroner, he was clerk to the School Attendance Committee; and one of the last acts of his life, performed, indeed, only a few hours before his death, was to draw up the annual report of that committee. He was one of the churchwardens of the Doncaster parish church, and joint honorary secretary of the Young Men's Christian Association. In addition to public usefulness, Mr. Arthur Shirley was much esteemed in private life. Of a kindly heart, and genial unpretending manners, he secured the attachment and confidence of all with whom he came in contact; and his funeral at the Doncaster Cemetery on Monday, January 23, was one of the largest ever seen in that town. Men felt generally that, short as was his career, and clouded its close, he had left behind him a bright example of usefulness and innocence. Mr. Arthur Shirley was a member of the Incorporated Law Society, and took an intelligent interest in all subjects relating to his profession. He was also attached to the Great Northern Railway Company, with a considerable knowledge of the works of the undertaking. Politics did not much interest him, but he was a member of St. Stephen's Club, and gave an independent support to the Conservative party. Few careers so promising have been cut short so suddenly and so sadly.

### MR. HENRY CHILD.

Mr. Henry Child, solicitor, of 2, Paul's Bakehouse-court, Doctors'-commons, died at his residence, Downs Park-road, Hackney, on the 21st inst., at the age of seventy-nine. Mr. Child was born in 1802, and was admitted a solicitor in 1837, and he had practised for over forty years in the city of London, his private practice being very extensive. He was for many years in partnership with the late Alderman David Wise, M.P. (who was Lord Mayor of London in 1858), and more recently he was associated with his sons, Mr. John Child, who was admitted in 1868, and Mr. Theophilus Child, who was admitted in 1869. Mr. Child had an extensive practice before the licensing magistrates for the various districts in and round the metropolis, and he had been for many years solicitor to the Metropolitan Licensed Victuallers' Association. He was formerly returning officer for the Tower Hamlets, and on the division of that constituency by the Reform Act of 1867, he became returning officer for the borough of Hackney, but he resigned the latter office in 1874.

## LAW STUDENTS' JOURNAL.

### UNIVERSITY OF LONDON.

#### INTERMEDIATE EXAMINATION IN LAWS, 1882.

##### EXAMINATION FOR HONOURS.

##### *Jurisprudence and Roman Law.*

##### First Class.

Wilberforce, Herbert William W. (Exhibition).—University College.

##### Second Class.

{ Adler, Elkan Nathan, B.A.—University College.  
 { Clarke, Percy.—Private study.  
 { Goodwin, Frederick.—Private study.  
 { Symmons, Israel Alexander.—University College.  
 { Lubbock, John Birkbeck.—Balliol College, Oxford.

##### Third Class.

{ Pemberton, Arthur.—Private study.  
 { Webb, William Fisher.—Private study.  
 { Macdonachie, James Robert, B.A.—Private study.  
 { Ritter, Frederick.—Private tuition.  
 { Brownson, Thomas, B.A.—Owens College and private study.  
 { Wood, Arthur Francis.—Private tuition.

##### LL.B. EXAMINATION, 1882.

##### EXAMINATION FOR HONOURS.

##### *Common Law and Equity.*

##### First Class.

Evans, John William, B.Sc.—University College and Lincoln's-inn.  
 Bowen, Henry Storer, B.A.—Private study.

##### Second Class.

{ Hart, Isaac John.—Private study.  
 { Stable, Daniel Wintringham.—Private study.

## Third Class.

{Desai, Dolatray Surbhai.—Private study.  
Piper, John Edwin.—University College.

## LL.D. EXAMINATION, 1882.

## PASS LIST.

Gray, George Godfrey.—Private study.

White, Sidney, B.A.—Private study.

N.B.—The bracket indicates equality of merit.

## LEGAL APPOINTMENTS.

Mr. FRANCIS FLEMING, barrister, has been appointed a Puisne Judge of the Supreme Court of the Colony of British Guiana, in succession to Mr. Hugh Reilly Semper, who has been appointed Chief Justice of Gibraltar. Mr. Fleming was called to the bar at the Middle Temple in Michaelmas Term, 1866. He has been for several years Attorney-General of Barbadoes.

Mr. JAMES INSKIP, solicitor (of the firm of Brittan, Press, Inskip, & Crewdson), has been elected Chairman of the Taff Vale Railway Company, in succession to his partner, the late Mr. Henry Brittan. Mr. Inskip was admitted a solicitor in 1862.

Mr. ANDREW RUTHERFORD, advocate, has been appointed Sheriff Depute for the County of Midlothian.

Mr. HOWELL THOMAS, solicitor, of Neath and Maesteg, has been elected Clerk to the Maesteg Local Board. Mr. Thomas was admitted a solicitor in 1877.

Mr. JOHN JAMES EDGEcombe VENNING, solicitor, of Devonport, has been appointed Admiralty Law Agent for Plymouth and Devonport, in succession to Mr. William Eastlake, deceased. Mr. Vanning is town clerk of the borough of Devonport. He was admitted a solicitor in 1858.

Mr. WILLIAM RAMSDEN, solicitor (of the firm of Ramsden, Sykes, & Ramsden), of Huddersfield, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Ramsden was admitted in 1878.

Mr. THOMAS WILLIAM PAYNE, solicitor, of 9, John-street, Bedford-row, London, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds to be executed by Married Women in and for the County of Middlesex and the Cities of London and Westminster, and the County of Surrey.

## COMPANIES.

## WINDING-UP NOTICES.

## JOINT STOCK COMPANIES.

## UNLIMITED IN CHANCERY.

BYE DOCKS LOAN SOCIETY.—Petition for winding up, presented Jan 14, directed to be heard before Chitty, J., on Feb 4. Wooler, John st, Bedford row, agents for Morgan and Scott, Cardiff, solicitors for the petitioner [*Gazette*, Jan. 20.]

## LIMITED IN CHANCERY.

ANGLO-AMERICAN CATTLE COMPANY, LIMITED.—By an order made by Chitty, J., dated Jan 14, it was ordered that the company be wound up. Heritage and Co, Clement's lane, solicitors for the petitioner.

ARGUS NEWSPAPER COMPANY, LIMITED.—Hall, V.C., has, by an order, dated Jan 19, appointed Edmund Culpeper Weston, 74, Great Queen st, Lincoln's inn fields, to be official liquidator.

CARDIFF SILICA FIRE BRICK COMPANY, LIMITED.—By an order made by Hall, V.C., dated Jan 13, it was ordered that the company be wound up. Warry and Co, Lincoln's inn fields, agents for Burges and Co, Bristol, solicitors for the petitioners.

COOMBE SLATE QUARRIES, LIMITED.—By an order made by Hall, V.C., dated Jan 13, it was ordered that the Quarries be wound up. Rogers and Chave, Queen Victoria st, solicitors for the petitioner.

DITTON BROOK IRON COMPANY, LIMITED.—Petition for winding up, presented Jan 19, directed to be heard before Chitty, J., on Feb 4. Crowdy and Co, Serjeants' inn, Fleet st, solicitors for the petitioners.

GENERAL FINANCIAL BANK, LIMITED.—Petition for winding up, presented Jan 23, directed to be heard before Chitty, J., on Feb 4. Crump and Son, Philip lane, solicitors for the petitioner.

GRISWOLD AND HAINWORTH, LIMITED.—Petition for winding up, presented Jan 23, directed to be heard before Chitty, J., on Feb 4. Ashurst and Co, Old Jewry, solicitors for the petitioners.

HAWKSTONE CHINA CLAY COMPANY, LIMITED.—Kay, J., has fixed Thursday, Feb 2, at 12, at the chambers of Chitty, J., for the appointment of an official liquidator.

NILGHERY AND SOUTH INDIAN GOLD MINING SYNDICATE, LIMITED.—By an order made by Hall, V.C., dated Jan 13, it was ordered that the syndicate be wound up. Eastwood, Gt St Helen's, solicitor for the petitioner.

ROSA-Y-MENDAS GOLD MINING COMPANY, LIMITED.—By an order made by Kay, J., dated Jan 14, it was ordered that the voluntary winding up of the company be continued. Heritage and Co, Clement's lane, solicitors for the petitioners.

UNITED SERVICE PROVISION MARKET, LIMITED.—Petition for winding up, presented Jan 20, directed to be heard before Hall, V.C., on Feb 3. Bolton and Co, Lincoln's inn fields, solicitors for the petitioner.

YARON COLLIERY COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Jan 14, it was ordered that the company be wound up. Kennedy and Co, Clement's inn, Strand, agents for Jones, Wrexham, solicitor for the petitioner.

WRIGHTWORTH PARK GRAND STAND COMPANY, LIMITED.—By an order made by Hall, V.C., dated Jan 13, it was ordered that the said company be wound up. Harvey and Co, Chancery lane, agents for Marshall, Durham, solicitor for the petitioner [*Gazette*, Jan. 24.]

## COUNTY PALATINE OF LANCASTER.

FIRST CHESHIRE PERMANENT BENEFIT BUILDING SOCIETY.—Petition for winding up, presented Jan 18, directed to be heard at the Vice-Chancellor's Chambers on Jan 30. Danger, Liverpool, solicitor for the petitioner [*Gazette*, Jan. 20.]

WALLASEY BRICK AND LAND COMPANY, LIMITED.—Petition for winding up presented Jan 21, directed to be heard before the V.C. at his chambers on Monday, Feb 6. Mather, Liverpool, solicitor for the petitioners [*Gazette*, Jan. 24.]

## STANNARIES OF CORNWALL.

PENHALE AND BARTON UNITED MINES, LIMITED.—By an order made by the Vice-Warden of the Stannaries, dated Jan 19, it was ordered that the above company be wound up. Paul, Truro, solicitor for the petitioners [*Gazette*, Jan. 24.]

## FRIENDLY SOCIETIES DISSOLVED.

MINERS' PROVIDENT BENEFIT SOCIETY, Wheat Sheaf Inn, Rainford, Lancaster. Jan 17 [*Gazette*, Jan. 20.]

## NEW ORDERS, &amp;c.

## HIGH COURT OF JUSTICE.

## CHANCERY DIVISION.

Regulations of his lordship the Vice-Chancellor Sir Charles Hall as to attendance before his lordship in chambers.

The Vice-Chancellor directs that cases be called in the order in which they appear in the list.

That all parties in two cases only be admitted into the room at the same time.

That notice in writing of attending by counsel be left at chambers as follows, viz.:—In the A. to F. division on Thursday for the following Monday; in the G. to N. division on Monday for the following Wednesday; and in the O. to Z. division on Wednesday for the following Friday.

And that in default of such notice as aforesaid being given no precedence be allowed to cases attended by counsel.

January, 1882.

## ORDER OF COURT.

Wednesday, the 25th day of January, 1882.

Whereas, from the present state of the business before the Vice-Chancellor Sir Charles Hall and Mr. Justice Kay, it is expedient that a portion of the causes and matters assigned to Vice-Chancellor Hall should for the purpose only of trial or hearing be transferred to Mr. Justice Kay. Now I, the Right Honourable Roundell Baron Selborne, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the schedule hereto be accordingly transferred from the Vice-Chancellor Sir Charles Hall to Mr. Justice Kay for the purpose only of trial or hearing, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

## Schedule.

Jones v Jeffries 1879 J 151	Hunt v Thomas 1881 H 209
Williams v Brisco 1881 W 379	In re Hours, deed Hours v Farndall 1881 H 1,715
In re Luckie, deed Nixon v Luckie 1879 L 103	In re Bennett, deed Icke v Podmore 1878 B 200
Uppley v Horberry 1881 U 61	Floyd v Ingfield 1881 F 1,228
Hills v Reeves 1881 H 1,793	Widdop v Pearson 1881 W 186
Hawkes v Holland 1881 H 2,261	Clement v Hanson 1881 C 1,323
Gregory v Seaton 1880 G 0,733	Woodgate v Thomson 1881 W 2,348
Roche v Roche 1880 R 817	Carter v White 1880 C 115
Grover v Robinson 1881 G 683	In re Sterry, deed Sterry v Paddon 1881 S 3,193
Kuhliger v Bailey 1879 K 101	Tebb v Edwards 1881 T 566
Williams v Williams 1881 W 3,544	Jackson v Clark 1880 J 1,493
Hodges v Newport 1880 H 1,491	Foster v Legge 1880 F 865
Adams v Madox 1881 A 11	Hett v Collier 1881 H 4,437
Hickman v Say 1880 H 3,837	Leaoyd v Mayor, &c, of Halifax 1881 L 1,692
Warren v Le Marchant 1880 W 2,150	Nickels v Reeves 1881 N 24
Knowles v Clark 1878 K 124	Jolliffe v Eden 1879 J 189
Davies v Davies 1878 D 129	In re Denton, deed Bunting v Denton 1880 D 0,208
In re Rewcastle, deed, Nicholson v Thompson 1881 R 1,088	Baylis v Hawkeley 1878 B 515
In re Turner, deed, Turner v Barwell 1880 T 0,327	Foster v Gates 1881 F 903
Macdonald v Paterson 1880 M 2,177	
Ashburner v Preston 1880 A 0,284	
In re Buxton, deed Farmer v Buxton 1878 B 128	

SELBORNE, C.

At the Stock and Share Auction Company's sale, held on the 20th inst., at their sale-room, Crown-court-buildings, Old Broad-street, the following were amongst the prices obtained:—Rhodes Reef Gold Mining £1 shares, 13s. 6d.; Confederate States of America 100dola. Bonds, 3s. 4d.; Oriental Telephone £1 shares, 10s. paid, 9s. 9d.; Spanish Three per Cents., 28 11-16; Indian Trevelyan Gold Mining £1 shares, fully paid, 12s. 6d.; Peruvian Six per Cents., 18; Hornachos Silver Lead Mining £10 shares, £5 10s.; Egyptian Unified, 66½; New Zealand Kapanga £1 shares, 10s.; Great Eastern Railway, 72½ per cent.; Rio Tinto £10 shares, 24½; and other miscellaneous securities fetched fair prices. At their sale held on the 24th inst., the following were amongst the prices obtained:—London Road Car £10 shares, £9; New Wye Valley Lead Mining £1 shares, 9s.; Old Owlcombe Mines £1 shares, 4s.; Wheel Jewell Mining, 7s.; Oriental Telephone £1 shares, 10s. paid, 4d. discount; Belgium Date Coffee Company £5 shares, £2 10s. paid, par; West Craven Moor Lead, 7s. 6d.; and other miscellaneous securities fetched fair prices.

NO MORE DARK ROOMS IN DAYTIME.—Use Chappin's Daylight Reflectors. 30,000 are fitted in London alone. They supersede gas or lamp light in daytime, and promote health, comfort, and economy. They are also used as screens or blinds, and at the same time as daylight diffusers. For prospectuses, send two stamps to (S. J.) Chappin, Patentee, 60, Fleet-street.—(Advt.)

## CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.  
LAST DAY OF PROOF.

DUNN, MARY SELINA, Plympton, Devon. Feb 10. Heinert v Dunn, Chitty, J. Greenway, Plymouth  
 EVANS, JOHN, Llangadock, Carmarthen, Miller. Feb 25. Jones and Co v Thomas, Hall, V.C. Maybery, Brecon  
 RICHARDSON, CAROLINE, Hartlepool, Durham. Jan 31. Wigan v Scally, Hall, V.C. Maddock, Liverpool

[Gazette, Jan. 13.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25.  
LAST DAY OF CLAIM.

ATKINSON, ROBERT, Carlisle, Cumberland, Tanner. Mar 1. Wright and Brown, Carlisle  
 BARR, CHARLOTTE ELIZABETH, Alexander sq. Brompton. Mar 10. Bevan and Daniell, Chancery lane  
 BEWICK, Rev ROBERT, Sandown, Isle of Wight. Feb 17. Middleton and Marshall, Colchester  
 BUCKLEY, JEREMIAH, Salford, Lancaster, Millwright. Feb 1. Newton, Stockport  
 BURKE, ANNE, Devonshire rd, Holloway. Feb 20. Cattell, Bedford row  
 BUSH, THOMAS, Honing, Norfolk, Farmer. Feb 15. Wilkinson, North Walsham, Norfolk  
 CHABOT, CHARLES PHILIP, Queen's gdns, Gent. Mar 16. Thomas, South sq, Gray's inn  
 CHASE, GEORGE, Hamstead cottage, Great Barr, Stafford, Commercial Traveller. Mar 1. Allen, Birmingham  
 COLE, GEORGE, Hereford, City Surveyor. April 1. Humphrys, Hereford  
 EVANS, WILLIAM, Cornwall gdns, Kensington, Esq. Feb 28. Janson and Co, Finsbury circus  
 FET, SAMPOX JOHN, Stoke Trister, Somerset, Manure Manufacturer. Jan 28. Messiers and Bennett, Wincanton  
 HOPWOOD, JOHN, Ardwick, Manchester. Mar 6. Storer and Lloyd, Manchester  
 INGLES, WILLIAM, Newgate st. Feb 15. Anderson and Sons, Ironmonger lane, Cheap-side  
 JORDISON, ROBERT BINKS, South Ockendon, Essex, Surgeon. Feb 11. Hunt and Williams, Lombard st  
 KEMPSON, HELEN LOUISA, South Lowestoft, Suffolk. Mar 1. Allen, Birmingham  
 KIDSON, CHARLES, Sunderland, Durham, Solicitor. Feb 1. Kidson and Co, Sunderland  
 RAWTHORNE, HENRY, Haslingden, Lancaster, Gent. Mar 21. Tattersall, Blackburn  
 ROSSON, HARRIETT, Hartwith, York. Feb 20. Langhorne, Wakefield  
 SNAPE, JANE, Hoddeston, Hertford. Feb 7. Armstrong and Lamb, Old Jewry  
 STEPHEN, GEORGE MILNER ELSLIE, Caulfield, Victoria, a Clerk in Her Majesty's Customs. Feb 6. Wadson and Malleon, Austin Friars  
 STEPHEN, HASTINGS FITZEDWARD MURPHY, St Kilda, Melbourne, Victoria, Surveyor. Feb 6. Wadson and Malleon, Austin Friars  
 STEPHEN, the Hon JAMES WILBERFORCE, Victoria parade, Fitzroy. Feb 6. Wadson and Malleon, Austin Friars  
 WAINWRIGHT, HARRIET, Wargrave, Berks. Feb 18. Whatley and Son, The Forbury, Reading  
 WILSON, JOHN, Torrington sq, Esq. Mar 25. Comins, Great Portland st, St Marylebone  
 WILTON, HENRY HOOPER, Gloucester, Esq. Feb 13. Wiltons and Riddiford, Gloucester

[Gazette, Jan. 6.]

BURGASS, WILLIAM, Nottingham, Managing Director of the Nottingham Patent Brick Co. Feb 20. Wells and Hind, Nottingham  
 CALLAGHAN, THOMAS FITZGERALD, Esq., C.M.G., Bahamas. Mar 25. Arnold and Co, Carey st, Lincoln's inn  
 CLEMENTS, JOHN THOMAS, Deptford, Kent, Butcher. Mar 25. Bristol, Greenwich  
 CUNNEE, EDWARD, Holloway rd, Islington, Gent. Feb 25. Layton and Jaques, Ely pl, Holborn  
 DEWEY, JEANNE SUSANNE ADELE, Grange, Broadhembury, Devon. Feb 18. Bucking-ham, Exeter  
 EVANS, WILLIAM, Cornwall gdns, Kensington, Esq. Feb 28. Janson and Co, Finsbury circus  
 GOUBEUX, MARIE THERESE HORTUVE, Charrington st, St Pancras. Feb 15. Argles and Argles, Gracechurch st  
 GUEST, EMILIA ANN, Birmingham. Feb 18. Cottrell and Son, Temple row, Birmingham  
 HURST, Rev HENRY, Great Malvern, Worcester. Feb 28. Richards, Weekday cross, Nottingham  
 HAWKSWORTH, JOHN, Trebovir rd, South Kensington, Esq. Feb 21. Skewes-Cox, Red Lions sq  
 HEWITT, FRISCHILLA, Coddah's Quay, Flint. Feb 6. Moss and Sharp, Chester  
 HUNTER, DAVID, Greek st, Soho, Tailor. Mar 30. Allen and Son, Carlisle st, Soho sq  
 KEDGE, ROBERT, Middleborough, Colchester, Essex, Licensed Victualler. Feb 10. Laundry and Son, Cecil st, Strand  
 LEGGE, EDWIN GILLINGHAM, Philpot lane, Solicitor. Feb 28. Stokes, Chisenhale rd, Victoria pk  
 OSBORNE, JOHN WILLIAM WILLOUGHBY, Gwalior, East Indies. May 10. Shoubridge and May, Lincoln's inn fields  
 QUENNESSON, FRANCOIS ADRIEN, Boulevard Eugene, France, Merchant. Feb 15. Argles and Argles, Gracechurch st  
 ROBERTS, OWEN, Hulme, Manchester, out of business. Feb 20. Diggles and Ogden, Manchester  
 WARNER, JAMES, Commercial rd, East Dereham, Norfolk, Gent. Mar 3. Whites and Co, Wymondham  
 WOODALL, WILLIAM, Kingston upon Hull, out of business. Mar 1. Goy and Cross, Barton upon Humber, Lincoln

[Gazette, Jan. 10.]

AULDJO, THOMAS ROSE, Torquay, Devon, Esq. Feb 11. Berkeley, Gray's inn sq  
 BATHURST, Sir FREDERICK HUTCHISON HERVEY, Clarendon pk, Salisbury, Wilts, Bart. Feb 25. Warrens, Great Russell st  
 BUCKLEY, FREDERICK, Knighton, Radnor, Chemist. Feb 17. Clarke and Sons, Swan hill, Shrewsbury  
 CARE, TAMAR, Walcot, Somerset. Feb 4. Furley, Canterbury  
 DOWE, FREDERICK THORNTON, Surbiton, Surrey, Clerk. Feb 13. Hopgood and Co, Whitehall pl  
 EDIS, FREDERICK POOLEY, St James's sq, Surgeon-Major. Feb 28. Boulton and Co  
 FARBER, JAMES, Holly Bank, Whitefield within Pilkington, Lancaster, Gent. Jan 31. Grundy and Son, Manchester  
 GREEN, HENRY, Pemberton, Lancaster, Licensed Victualler. Feb 7. Taylor and Sons, Wigan  
 GREEN, ROBERT, Attleborough, Norfolk, Farmer. Mar 1. Wilkinson and Slann, Attleborough  
 HIRST, ELEANOR, Wilshaw villa, Meltham, nr Huddersfield. Feb 6. Learoyd and Co, Buxton rd, Huddersfield  
 HODGSON, CHARLES, Southend. Mar 1. Gibson and Co, Newcastle upon Tyne  
 HURST, Rev JOHN, Thakeham, Sussex. Feb 13. Walker and Co, Theobald's rd, Gray's inn  
 JENKIN, JOHN, Stowling, Kent. Feb 25. Sharpe and Co, New ct, Carey st  
 JOHNSON, JANE, Bolton rd, Pendleton. Jan 3. Gaunt and Grainger, Manchester  
 NUTTING, THOMAS SAUL, Camden avenue, Peckham, Gent. Feb 20. Johnson, St Mildred's ct, Poultry  
 POND, CHRISTOPHER, New Bridge st, Blackfriars. Mar 1. Jones, Crosby sq

POSTGATE, JOHN, Edgbaston, Warwick, Surgeon. Mar 1. Price and Co, Birmingham  
 ROWLAND, THOMAS, Chelmsford rd, Woodford, Essex. Mar 31. Miller and Wiggins, Copthall ct, Throgmorton st  
 STRICKLAND, JOHN, Accrington, Lancaster, Yeoman. Mar 10. Hall and Baldwin, Ch. theroe  
 SWABY, WADHAM, Sutton, Glasgow. Feb 15. Sutton and Ommannery, Great Winchester st  
 WELLM, JOHN, New Shoreham, Oyster Merchant. Feb 25. Williams, New Shoreham  
 WILLIAMS, JAMES JOHN, Lawn Bank, Sutton, Surrey, Gent. Mar 1. Pidcock and Sons, Worcester  
 WROUT, HORATIO VERDEN, Long Sutton, Lincoln, Gent. Mar 1. Mossop and Mossop, Long Sutton

[Gazette, Jan. 13.]

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. C. BACON.	V. C. HALL.
Monday, Jan. ....	30 Mr. Merivale	Mr. Pemberton	Mr. Leach
Tuesday .....	31 King	Ward	Latham
Wednesday, Feb. ....	1 Merivale	Pemberton	Leach
Thursday .....	2 King	Ward	Latham
Friday .....	3 Merivale	Pemberton	Leach
Saturday .....	4 King	Ward	Latham
	Mr. Justices	Mr. Justice	Mr. Justice
	Fav.	KAY.	CHITTY.
Monday, Jan. ....	30 Mr. Cobby	Mr. Clowes	Mr. Farrer
Tuesday .....	31 Jackson	Koe	Teedsdale
Wednesday, Feb. ....	1 Cobby	Clowes	Farrer
Thursday .....	2 Jackson	Koe	Teedsdale
Friday .....	3 Cobby	Clowes	Farrer
Saturday .....	4 Jackson	Koe	Teedsdale

At a meeting of the Law Amendment Society held on Monday, at Adam-street, Adelphi, Mr. Richard B. Martin, M.P., in the chair, two papers dealing with this subject were read and discussed. The first, "On the Bankruptcy Law, with a view to Legislation in the coming Session," was by Mr. James Motteram, Q.C., judge of the Birmingham County Court; the second, "Bankruptcy and Liquidation," by Mr. Harold Brown, a solicitor. Mr. Motteram, whose paper was read for him by Mr. Denny Urfin, said the problem was to frame a law which, while it should be effectual to deter dishonest men from dishonesty, should at the same time not bear with severity upon men who, though unfortunate, were yet honest. Pointing out that some of the difficulties arose from temptation to fraud which beset many of those interested in the property of an insolvent debtor, he remarked that there must be officialism of some kind introduced into the administration of the bankruptcy laws, as it had been conclusively proved that whatever was left to the creditors to do was as a rule left undone. There must be a sufficient element of officialism, but the less the better. Criticising certain provisions of the Bill introduced last session, which he feared might possibly lead to collisions between the Board of Trade and courts of law, he defined the duties he would impose on the official receiver in the interest, not of a few, but of the whole body of creditors. Among other suggestions for the amendment of the law, Mr. Motteram, speaking from his experience of the hardships suffered by small debtors, said he would let county court judges have power to give relief in certain cases to poor persons who ought not to be compelled to carry their debts about with them for a lifetime. Mr. Harold Brown, in his paper, urged that the insolvent debtor should be made to feel that he was on his trial, and that the burden of justification should be thrown upon him and not (as too often it seemed to be at present) upon the creditor. Bankruptcy should be made a disgrace, instead of a mere whitewashing and introduction to a new career of happy-go-lucky speculation or deliberate brigandage.

## SALE OF ENSUING WEEK.

Feb. 1.—Mr. F. ELLIS MORRIS, at the Mart, at 2 p.m., Reversion (see advertisement, Jan. 14, page 4).

## LONDON GAZETTES.

## Bankrupts.

FRIDAY, Jan. 20, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Austin, Henry Joseph De Bruno, jun, Queen Victoria st, Commission Agent. Pet Dec 10. Murray. Feb 3 at 11  
 Barton, Harry Augustus, Queenhithe, Match Manufacturer. Pet Jan 17. Murray. Feb 3 at 11.30  
 Claridge, D. Upper Canton pl, South Lambeth rd, Provision Dealer. Pet Jan 17. Murray. Feb 3 at 11  
 Herrmann, Edward, Leyton rd, Stratford, Cheesemonger. Pet Jan 18. Brougham. Jan 31 at 12.30  
 Renaud, Louis Gilbert, Wigmore st, Cavendish sq, Dress Maker. Pet Jan 18. Brougham. Feb 1 at 12

To Surrender in the Country.

Bartlett, Caroline, Weston-super-Mare, Hotel Keeper. Pet Nov 19. Lovibond. Bridgewater, Feb 1 at 11

Denman, William, Ameraham Vale rd, New Cross, Shipwright. Pet Jan 13. Pitt Taylor, Greenwich, Feb 3 at 1  
 Derrant, John B, Great Yarmouth, Fish Merchant. Pet Jan 18. Worledge, Great Yarmouth, Feb 1 at 11  
 Elliott, James Morland, Liverpool, Joiner. Pet Jan 17. Bellringer. Liverpool, Feb 6 at 12

TUESDAY, Jan. 24, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Harvey, Thomas Morton, Coleman st, Solicitor. Pet Jan 21. Brougham. Feb 7 at 11  
 Thompson, Frederick, Gt St Helen's. Pet Jan 20. Pepps. Feb 8 at 12  
 To Surrender in the Country.  
 Barton, Bethia, Werter rd, Putney. Pet Jan 17. Willoughby. Wandsworth, Feb 10 at 11  
 Castledine, Jane, Wilsford, Lincoln, Grocer. Pet Jan 19. Staniland. Boston, Feb 16 at 3  
 Barley, William, Walton, Lancaster, Timber Merchant. Pet Jan 21. Bellringer. Liverpool, Feb 6 at 12  
 Marsden, William Henry, Manchester, Restaurant Keeper. Pet Jan 19. Lister. Manchester, Feb 6 at 12  
 Morgan, Sidney Samuel Hiley, Long Ashton, Somerset, Farmer. Pet Jan 20. Harley. Bristol, Feb 6 at 2  
 Visetely, James, Twickenham, Metal Merchant. Pet Jan 21. Ruston. Brentford, Feb 7 at 3  
 Woodbridge, Walter, Farnham, Surrey, Baker. Pet Jan 21. White. Guildford, Feb 4 at 3

BANKRUPTCIES ANNULLED.

TUESDAY, Jan. 24, 1882.

Allaway, William Newton, Great Tower st, Colonial Merchant. Jan 10

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Jan. 20, 1882.

Andrews, Joseph Thomas, Birmingham, Stove Grate Manufacturer. Feb 1 at 3 at offices of Coleman and Co, Colmore row, Birmingham  
 Andrews, Louisa, Haymarket, Hatter. Feb 8 at 2 at offices of Davidson and Morris, Queen Victoria st, Mansion House  
 Baker, John, Birmingham, Warwick, Jeweller. Feb 3 at 12 at offices of Garland, Colmore row, Birmingham  
 Baker, William Henry, Walworth rd, Surrey, Bedstead and Bedding Manufacturer. Feb 6 at 3 at offices of Morris, Paternoster row  
 Badcock, John, Banham, Norfolk, Farmer. Feb 1 at 12 at offices of Bailey and Co, Norwich  
 Barnett, John Westlake, Tottenham, Builder. Feb 7 at 11 at offices of Wolferstan and Co, Ironmonger lane, Cheapside  
 Broadhead, James, Pontefract, York, Gunsmith. Feb 3 at 3 at offices of Foster and Raper, Ropergate, Pontefract  
 Brown, John, Bishop Wearmouth, Durham, Boot and Shoe Maker. Feb 7 at 11 at offices of Wilford, Fawcett st, Sunderland  
 Bullen, Isaac, Burwell, Cambridge, Beerhouse Keeper. Feb 8 at 12 at Fox Inn, Burwell, Cambridge. D'Albani, Newmarket  
 Chapman, Arthur Suttle, Bury St Edmunds, Furniture Broker. Feb 6 at 12 at Guildhall, Bury St Edmunds. Salmon, Bury St Edmunds  
 Cheek, John Andrews, Bristol, Baker. Jan 28 at 12 at office of Pitt, John street, Bristol  
 Clementson, John, Felling, Heworth, Durham, Tobaccoist. Jan 27 at 1 at office of Denison, Newcastle upon Tyne  
 Colham, William, jun., Creelands Farm, Hawkedon, Suffolk, Farmer. Feb 7 at 3 at Four Swans Hotel, North st, Sudbury. Faithfull, Newcastle  
 Cooper, James, Dorset st, Portman sq, Licensed Victualler. Feb 2 at 11 at office of Steadman, Southampton st, Strand  
 Cornish, Alfred, Westgate on Sea, Isle of Thanet, Kent, Cattle Importer. Feb 6 at 11 at office of Gibson, Union crescent, Margate  
 Crook, John, and Thomas Addy, Salford, Lancaster, Contractors. Feb 1 at 11 at office of Jones, Kennedy st, Manchester  
 Cropper, William, Provision Merchant, Great Grimsby, Lincoln. Feb 2 at 2.30 at 97, Victoria st South. Great Grimsby. Mason, Great Grimsby  
 Davis, James, Weymouth st, Portland pl, Solicitor. Feb 7 at 2 at Inns of Court Hotel, Sydney, Finsbury circus  
 Dee, Thomas George, Gipsy rd, Lower Norwood, Plumber. Feb 3 at 3 at offices of Finch, Borough High st  
 Dorey, Henry, and William Polden Dorey, Poole, Coal Merchants. Feb 8 at 1 at the Inns of Court Hotel. Smith  
 Dunn, Peter, Cleveland, York, Tailor. Feb 2 at 12 at 134, High st, Stockton-on-Tees. Dunn  
 Fletcher, James, and John Ephraim Allman, Bury, Lancaster, Contractors. Feb 3 at 3 at offices of Anderson and Donnelly, Garden st, Bury  
 Field, George, Brailes, Warwick, Tailor. Feb 3 at 10 at the Old George Inn, Banbury. Barkes  
 Fielding, William, Glossop, Derby, Grocer. Feb 2 at 2.30 at offices of Brown and Ainsworth, St Petersgate, Stockport, Chester  
 Ford, John Gent, Ivybridge, Devon, out of business. Feb 3 at 11 at offices of Elworthy and Co, Courtenay st, Plymouth  
 Gann, William George, Hemmingsford rd, Barnsbury, Builder. Feb 1 at 2 at offices of Herbert, Vigo st, Regent st  
 Garford, Henry Osborne, Church st, Stoke Newington, Florist. Feb 10 at 3 at offices of Mason, Eldon st, Finsbury  
 Giles, Thomas Edward, Kingston-upon-Hull, Builder. Feb 1 at 3 at the Law Society's Hall, Lincoln's inn bldg, Kingston-upon-Hull. Laverack, Hull  
 Gilman, Alfred, Birmingham, Retail Brewer. Feb 2 at 3 at offices of Francis, Moor st, Birmingham  
 Gubbins, Edwin, Liverpool, Corn Merchant. Feb 1 at 3 at offices of Harwood and Son, North John st, Liverpool  
 Haymaier, Earl Friederick, Deptford, Baker. Feb 6 at 2 at Pinner's Hall, Old Broad st, Swan  
 Headling, Charles, Spaldwick, Huntingdon, Farmer. Feb 3 at 12 at offices of Hunnybun and Sons, Huntingdon  
 Hibbert, Alfred, Scarborough, York, Grocer. Jan 31 at 2 at offices of Williamson, Queen st, Scarborough  
 Hicks, Louisa, Bow rd, Hatter. Jan 26 at 3 at Ridler's Hotel, Holborn  
 Hirst, Henry, Dewsbury, York, Furniture Broker. Jan 31 at 11 at offices of Carter, Bond st, Dewsbury  
 Holland, William, Broadstairs, Dairyman. Feb 4 at 4 at Pantechnicon Upper Hall, Camden rd, Ramegate. Gibson, Margate  
 Hunter, James, Carlisle, Hotel Proprietor. Feb 6 at 3 at offices of Wannop, Scotch st, Carlisle  
 Hunt, Richard, High st, Islington, Brass Finisher. Feb 6 at 3 at offices of Cummins and Co, Union ct, Old Broad st  
 Ivatt, George, Cottenham, Cambridge, Farmer. Feb 3 at 12 at offices of Lyon, St Andrews st, Cambridge  
 Jeavons, Isaiah, Wolverhampton, Stafford, Tin Plate Worker. Feb 8 at 11 at offices of Rhodes, Queen st, Wolverhampton  
 Johns, William George, Penryn, Cornwall, Carpenter. Jan 31 at 11 at offices of Powell, Penryn  
 Johnson, Thomas, Coalpit la, Nottingham, Grocer. Feb 6 at 12 at offices of Fraser, Brougham chmbs, Wheeler gate, Nottingham  
 Jones, Samuel, Shrewsbury, Salop, Builder. Feb 3 at 12 at offices of Corser and Son, Swan hill, Shrewsbury

Latham, Tucker, Bedminster, Somerset, Wheelwright. Feb 2 at 2 at offices of Hobbs, Clare st, Bristol  
 Lemon, William, Bristol, General Hauler. Feb 6 at 3 at offices of Perham, Exchange  
 Long, John, Forbury, Reading, Corn and Cake Merchant. Feb 3 at 12 at Great Western Hotel, Reading. Creed  
 Lovelock, James, Reading, Berks, Butcher. Feb 3 at 10.30 at offices of Newman, Friar st, Reading  
 Lowdell, Frederick, Wednesbury, Stafford, Mineral Water Manufacturer. Feb 1 at 11 at offices of Rhodes, Queen st, Wolverhampton  
 Mallaburn, David, Gateshead, Durham, Stationer. Feb 1 at 3 at offices of Warlow, Collingwood st, Newcastle upon Tyne  
 Marsden, Joseph, Leeds, Cloth Merchant. Feb 2 at 2.30 at Law Institute, Albion pl, Leeds. Simpson and Burrell  
 Mallinson, Stephen, Star ct, Bread st, Commission Agent. Jan 30 at 3 at offices of Philip, Walbrook  
 Mesle, William, Drax, York, Farmer. Feb 6 at 3 at the Londesborough Hotel, Selby. Green, Howden  
 Morgan, John William, Birmingham, out of business. Feb 8 at 3 at offices of Coulton, jun, Cannon st, Birmingham  
 Myers, James Washington, Myers' Hippodrome, Portsmouth, Circus Proprietor. Feb 3 at 2 at offices of Brandon, Essex st, Strand  
 Oldham, John, Frithville, Lincoln, Farmer. Jan 31 at 11 at offices of Rice and Co, Main ridge, Boston  
 Parkinson, William, Blackburn, Lancaster, Builder. Feb 8 at 11 at offices of Needham, Exchange st, Blackburn  
 Proctor, Robinson, Heaton, Lancaster, out of business. Feb 2 at 3 at offices of Taylor, Acres Field, Bolton  
 Peel, Herbert, Pontefract, York, Tobaccoist. Feb 3 at 11 at offices of Foster and Raper, Ropergate, Pontefract  
 Peverley, Charles, Newcastle-upon-Tyne, Grocer. Feb 1 at 3 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne  
 Plummer Robert, Newport, Monmouth. Jan 30 at 11 at office of Parker, Commercial st, Newport  
 Pullan, Charles, Menwith with Darley, York, Farmer. Feb 2 at 12 at office of Bateson, Harrogate  
 Roberts, Caleb, Wrexham, Denbigh, Printer. Feb 2 at 1 at office of Sherratt and Son, Hill st, Wrexham  
 Rudge, Joe Arthur Roebuck, Bath, Somerset, Philosophical Instrument Maker. Feb 1 at 3 at office of Wheatcroft, New Bond st, Bath  
 James, William, Rochester sq, Camden rd, of no occupation. Feb 10 at 3 at office of Emanuel, Finsbury circus  
 Singer, James, Oxford, Clerk. Feb 2 at 12 at offices of Galpin, New Inn Hall st, Oxford  
 Sharrman, John Edward, Birbeck rd, Kingsland, Builder. Jan 30 at 3 at office of Cooper, Lincoln's inn fields  
 Shorbridge, Thomas, Hildenborough, Tonbridge, Kent, Builder. Feb 1 at 11 at office of Palmer, Salford ter, Tonbridge  
 Staveley, John, Ragnall, Nottingham, Farmer. Feb 6 at 11 at office of Bescooby, Grove st, East Retford  
 Storer, George, Coventry, Builder. Feb 2 at 12 at Craven Arms Hotel, Coventry. Browett, Coventry  
 Summers, Charles, Madeley, Salop, Beerhouse Keeper. Feb 4 at 10 at Commercial Inn, Madeley  
 Summerfield, Joseph, and Samuel Summerfield, Willenhall, Stafford, Lock Manufacturers. Feb 2 at 11 at offices of Tildesley, Walsall st, Willenhall  
 Surman, Michael, Horsepath, Oxford, Farmer. Feb 2 at 2 at Cape of Good Hope Hotel, St Clement's, Oxford. Matthews and Wells, Southampton bldgs  
 Syme, David, North Woolwich, Kent, Grocer. Feb 2 at 3 at offices of Maude, Great Winchester st bldgs  
 Taylor, Richard, St James rd, Croydon. Feb 3 at 3 at offices of Heathfield and Son, Lincoln's inn fields  
 Taylor, William, Beech st, Lower Whitecross st, Coffee Tavern Keeper. Feb 6 at 2 at 63, Gresham st. Tippet, Great St Thomas Apostle  
 Tinsley, James, Knaresborough, York, Innkeeper. Feb 2 at 1 at Star Hotel, Market pl, Ripon  
 Tomlinson, William, Stanley Common, Derby, Butcher. Feb 1 at 3 at offices of Hextall, Full st, Derby  
 Travers, Isaac, Garston, Lancaster, Grocer. Feb 6 at 2 at 3, Woolton rd, Garston, Lancaster  
 Tricker, George William, Choumert rd, Peckham, Saddler. Jan 30 at 3 at Station Hotel, Camberwell New rd. Ody, Blackfriars rd  
 Turner, Joseph, Coppice, Sedgley, Stafford, Grocer. Feb 1 at 3 at offices of Dallow, Queen st, Wolverhampton  
 Walker, John Parker, White Hart inn, Twerton, Somerset, Licensed Victualler. Feb 1 at 12 at 5, Westgate bldgs, Bath. Wilton and Sons  
 Walkey, Joseph, Peters Marland, Devon, Farmer. Feb 2 at 12 at office of Smale, Bath house, Bideford  
 Wallis, Thomas, Saint Phillips, Bristol, Gloucester, General Grocer. Jan 31 at 3 at Guildhall, Broad st, Bristol  
 Watkins, Alfred, Cirencester, Gloucester, Licensed Victualler. Jan 31 at 3 at offices of Schubert, Bridge st, New Swindon  
 Webb, Charles, King's rd, Fulham, Oil Warehouseman. Jan 30 at 11 at offices of Wolf-erstan and Co, Ironmonger lane, Cheapside  
 Welch, William James, Bristol, Boot Manufacturer. Feb 1 at 2 at offices of Sibly, Exchange West, Bristol  
 White, Walter Ernest, West Ham pk Works, Portway, West Ham, Essex, Builder. Jan 30 at 3 at Guildhall Tavern, Gresham st. Canwarden, Old Jewry  
 Williams, Josiah, Treorkey, Glamorgan, Grocer. Feb 2 at 12 at Royal Hotel, Cardiff. Morgan, Pontypridd  
 Winsome, George Charles, Cheltenham, Gloucester, Builder. Feb 2 at 11 at offices of Winterbottom and Co, Cheltenham  
 Woolf, Ashar, Houndsditch, Wholesale Clothier. Feb 1 at 2 at offices of Foreman and Co, Gresham st. Harte, Moorgate st

TUESDAY, Jan. 24, 1882.

Adams, Albert, Birmingham, Publisher. Feb 3 at 10.15 at office of East, Temple at Birmingham  
 Alford, Benjamin, Southampton, Hay Dealer. Feb 3 at 3 at office of Bell and Tayler, Portland st, Southampton  
 Amplett, Harvey, Castle st, Bristol, Licensed Victualler. Feb 3 at 2 at office of Sibly, Exchange West, Bristol  
 Andersen, Lars, North Shields, Northumberland, Ship Chandler. Feb 4 at 11 at offices of Duncan and Duncan, Market pl, South Shields  
 Atley, Thomas, Sheffield, Licensed Victualler. Feb 1 at 12 at office of Bell, Figtree lane, Sheffield  
 Baddeley, George, Burslem, Licensed Victualler. Feb 6 at 10 at office of Griffith, Lad lane, Newcastle-under-Lyme  
 Baerle, William Hislop Van, Lansdown rd, Notting hill, Civil Service Clerk. Feb 1 at 10 at office of Micklethwaite and Co, Long acre  
 Bailey, Mary Ann, Chester, Fishmonger. Feb 13 at 12 at offices of Churton, Eastgate bldgs, Chester  
 Baker, Alfred, Croydon, Carver. Feb 8 at 3 at office of Young, North End, Croydon  
 Bakewell, William, Nottingham, Commission Agent. Jan 31 at 3 at offices of Webster, Brougham chambers, Wheeler gate, Nottingham  
 Barnett, Samuel, Wigston, Leicester, General Dealer. Feb 6 at 3 at offices of Wright, Belvoir st, Leicester  
 Brook, Atkinson, Drighlington, Birstal, York, Innkeeper. Feb 1 at 11 at offices of Knight, Kirkgate, Bradford

Brown, Mary, Spennymoor, Durham, Confectioner. Feb 4 at 11 at offices of Stillman, North Bondgate, Bishop Auckland  
 Brown, William, Bungay, Suffolk, Watchmaker. Feb 6 at 12 at Three Tuns Hotel, Bungay. Allen, Halesworth  
 Budden, George Thomas, Newtown, Dorset, Brick Manufacturer. Feb 3 at 11 at offices of Trevanion, New st, Poole  
 Carter, George Thomas, Tilehurst, Berks, Baker. Feb 7 at 12 at offices of Field, Forbury, Reading  
 Challenger, Charles, Castle st, Holborn, Licensed Victualler. Feb 3 at 3 at offices of Lewis, King's Cross rd  
 Chester, Jane, Fittingly, Nottingham, Farmer. Feb 7 at 3 at offices of Verity and Baddiley, French gate, Doncaster  
 Cohen, David, Birmingham, Warwick, Clothier. Feb 2 at 2 at offices of East, Temple st, Birmingham  
 Coulter, William Henry, Cambridge pl, Hyde park, Builder. Feb 6 at 3 at 133 Holborn. Yorke and Wharton, Conduit st  
 Court, Joseph, Birmingham, Boot Manufacturer. Feb 3 at 3 at offices of Wright and Marshall, New st, Birmingham  
 Cox, Joseph Round, Tipton, Stafford, Builder. Feb 6 at 11 at offices of Whitehouse, Dudley rd, Tipton  
 Culpin, Nathan, and John Cockcroft, Sowerby Bridge, York, Woollen Manufacturers. Feb 9 at 11 at Shepherd's Rest Hotel, Sowerby Bridge. Rhodes, Halifax  
 Davies, William, Llandovery, Carmarthen, Shoemaker. Feb 6 at 10.30 at King's Head Inn, Llandovery. Phillips, Llandovery  
 Dexter, William Coulton, and James Ridgway Dexter, Worcester, Drapers. Feb 6 at 12 at offices of Tree and Son, High st, Worcester  
 Dommett, James, Yalding, Kent, Grocer. Feb 6 at 11 at offices of Hughes and King, Mill st, Maidstone  
 Everest, Robert Charles, Milwall, Lighterman. Feb 8 at 3 at Guildhall Tavern, Gresham st. Wild and Co, Ironmonger lane  
 Eveson, Thomas, Wollacote, Worcester, Brewer's Agent. Feb 7 at 11 at offices of Wall, High st, Stourbridge  
 Ford, William Foster, Parfitt rd, Rotherhithe, Brewer. Feb 9 at 2 at 209, High Holborn. Peacock and Goddard, South sq, Gray's inn  
 Ford, William James, Leicester, Hosiery Manufacturers. Feb 2 at 11 at offices of Owston and Dickson, Friar lan  
 Freeman, Thomas, Nottingham, Slater and Slate Merchant. Feb 7 at 3 at offices of Bright, Pepper st, Nottingham  
 Gamon, William, and Charles Gamon, Chester, Corn Factors. Feb 7 at 3.30 at Law Association Rooms, Cook st, Liverpool. Walker and Co, Chester  
 Gibbs, Alfred, Birmingham, Milliner. Feb 6 at 3 at offices of Jaques, Temple row, Birmingham  
 Gill, William, Coventry, Licensed Victualler. Feb 7 at 11 at offices of Hughes and Masser, Little Park st, Coventry  
 Gilbert, Joseph, Birmingham, Beer Retailer. Feb 3 at 3 at offices of Parr and Hayes, Colmore row, Birmingham  
 Gladstone, Philip, Middlesborough, York, Picture Frame Maker. Feb 6 at 11 at offices of Ward, Albert rd, Middlesborough  
 Hall, George Wright, Diss, Norfolk, Farmer. Feb 6 at 11 at King's Head Hotel, Diss. Garrod  
 Hanson, Heywood, and Henry Hoff, Manchester, Painters. Feb 8 at 3 at offices of Rylance and Son, Essex st, Manchester  
 Heath, George, Exeter, Surveyor. Feb 3 at 11 at Queen's Hotel, Queen st, Exeter. Ford, Exeter  
 Heskin, William, Salford, Lancaster, Grocer. Feb 8 at 12 at Mitre Hotel, Cathedral gates, Manchester. Ainsworth, Blackburn  
 Hirst, John, Dewsbury, York, Mason. Feb 7 at 3 at offices of Chadwick and Sons, Church st, Dewsbury  
 Hopwood, Henry, Wargrave, Berks, Boot and Shoe Maker. Feb 11 at 12 at Station Hotel, Twyford, Martin, London wall  
 Hoard, George Harry, Stamford st, Blackfriars rd, Composer. Jan 28 at 1 at offices of Clark and Co, Tooley st, London bridge. Fruillade  
 Jacobs, Hyam, Hanley, Stafford, Glazier. Feb 3 at 12 at offices of Ashmall, Albion st, Hanley  
 Jones, Robert, Upper Bangor, Carnarvon, Builder. Feb 7 at 2 at the Queen's Head Café, High st, Bangor. Roberts  
 Jordan, Edward, Maidstone, Undertaker. Feb 9 at 3 at offices of Goodwin, Mill st Maidstone  
 Kerby, Edward, Charlbury, Oxford, Farmer. Feb 3 at 11 at the Crown and Cushion Hotel, Chipping Norton. Kilby and Mace, Chipping Norton  
 Lazarus, Henry, Woburn sq, Tanner. May 9 at 2 at the Guildhall Tavern, Gresham st, Lyne and Holman, Gt Winchester st  
 Liddell, William, Redcar, York, Engineer. Feb 15 at 11.30 at the Trevelyan Hotel, Darlington. Clayhills  
 Lill, Elizabeth, Kingston-upon-Hull, Fishing Smack Owner. Feb 3 at 3 at Law Society Hall, Lincoln's-inn bldgs, Kingston-upon-Hull  
 Lindley, Oliver, Coalville, Leicester, Stone Mason. Feb 4 at 12 at offices of Hincks, Bowling Green st, Leicester  
 Lindsay, William, Farnham, Surrey, Plumber. Feb 11 at 12 at offices of Knight and Ward, Farnham  
 Long, William, Devizes, Wilts, Corn Merchant. Feb 7 at 12 at offices of Adams, Welch Back, Bristol. Norris and Hancock, Devizes  
 Miller, William Moody, Freshwater, Isle of Wight, Builder. Feb 3 at 11 at offices of Beckingsale, Lugley st, Newport, Isle of Wight  
 Mingay, Henry, Burwell, Cambridge, Farmer. Feb 7 at 3 at offices of Turner, St Andrew's st, Cambridge  
 Morris, Henry, Gosberton, Lincoln, Farmer. Feb 9 at 1 at the White Hart Hotel, Spalding. Calthorpe, Spalding  
 Morris, John, Birmingham, out of business. Feb 2 at 12 at offices of Smith, Colmore row, Birmingham  
 Pallister, John, Over Dinsdale, York, Farmer. Feb 8 at 10 at offices of Wooler, Priestgate, Darlington  
 Paris, Alexander, Coventry, Tailor. Feb 6 at 12 at offices of Browett, Bayley lane, Coventry  
 Parker, William John, and John Cory, Hart st, Mark lane, Corn Merchant. Feb 7 at 2 at offices of Winsor, Chancery lane

Parr, George, Nottingham, Tailor. Feb 7 at 12 at offices of Stevenson, Week Day Cross Nottingham  
 Peachey, Charles Henry, Hungerford, Berks, Sewing Machine and Cigar Merchant. Feb 6 at 1 at the Cafe, West st, Reading  
 Pears, Joseph, Colsterworth, Lincoln, Licensed Victualler. Feb 7 at 12.30 at George Hotel, Melton Mowbray. Hincks  
 Pearson, William, and Stephen Myles, Addiscombe, Surrey, Builders. Feb 3 at 3 at Greyhound Hotel, High st, Croydon. Hogan and Hughes, Martin's la, Cannon st  
 Perron, Joseph, Old Basford, Nottingham, Night Watchman. Feb 7 at 3 at offices of Cockayne, Fletcher gate, Nottingham  
 Pocock, George Nathaniel, Brighton, Silk Mercer. Feb 6 at 2 at Anderson's Hotel Fleet st. Herbert, Vigo st, Regent st  
 Prust, David, Scarborough, York, Butcher. Feb 3 at 3 at offices of Greenwood and Greenwood, Huntrias row, Scarborough  
 Revill, Francis, Taunton St James, Somerset, Commercial Traveller. Feb 9 at 11 at offices of Reed and Cook, Paul st, Taunton  
 Ringen, Gerdt Peter, Somerset Arms, New rd, Whitechapel, Beer and Wine Retailer. Feb 13 at 2 at offices of Chapman, Gresham bldgs, Basinghall st  
 Roberts, Thomas, Birkenshead, Chester, Grocer. Feb 8 at 3 at offices of Roose and Prie, North John st, Liverpool. Thompson  
 Robbins, Francis Joseph, Small Heath, Warwick, Bone Boiler. Feb 2 at 11 at offices of Spencer, Bennett's hill, Birmingham  
 Saville, Edmund, Gloucester st, Regent's Park, Wine Merchant's Foreman. Feb 8 at 2 at offices of Grigsby, Hill's pl, Oxford st  
 Shoosmith, George, Halifax, Wool Dealer. Feb 6 at 11 at offices of Longbottom, Carlisle st, Halifax  
 Slater, William, Leamington Priors, Innkeeper. Feb 6 at 12 at offices of Sanderson, Church st, Warwick  
 Smith, Charles, Bradford, Stock Broker. Feb 7 at 11 at offices of Greaves and Taylor, Cheapside, Bradford  
 Smith, Thomas, Nottingham, Plumber. Feb 7 at 12 at offices of Brittle, St Peter's chbr, St Peter's gate, Nottingham  
 Standeven, Thomas, Leeds, out of business. Feb 4 at 11 at office of Wells, Cookridge st, Leeds  
 Steele, Thomas James, Gracechurch st, Timber Merchant. Feb 2 at 3 at 111, Cheapside. Peckham and Co, Knighttrider st  
 Toppin, John George, Hexham, Northumberland, Draper. Feb 11 at 12 at offices of Lockhart, Hexham  
 Trel, Joseph, Chapman, Exeter, Jeweller. Feb 10 at 11 at Queen's Hotel, Birmingham. Ormeau, Exeter  
 Turner, Harry, Remington st, City rd, Carman. Feb 3 at 3 at 300, City rd, Islington. Popham, Vincent ter, Islington  
 Turner, Samuel, Nantwich, Chester, Licensed Victualler. Feb 2 at 11 at office of Hill, Market st, Crewe  
 Turton, Frederick William, Bromsgrove, Worcester, Nail Manufacturer. Feb 8 at 3 at Midland Hotel, New st, Birmingham. Cresswell, Bromsgrove  
 Wheatley, Jarvis, Nottingham, Lace Dresser. Feb 10 at 3 at office of Fraser, Wheeler gate, Nottingham  
 Whiston, Arthur, Nottingham, Commission Agent. Feb 15 at 3 at offices of Bird, Week-day cross, Nottingham  
 Wiggins, Matilda Sarah, Witney, Oxford, Fellmonger. Feb 8 at 4 at the Roebuck Hotel, Cornmarket st, Oxford. Westell, Witney  
 Wilcox, Samuel, Sparkbrook, Kings Norton, Worcester, out of business. Feb 3 at 11.30 at office of Browett, Ann st, Birmingham  
 Wilkinson, Robert, Widnes, Lancaster, General Draper. Feb 16 at 12 at office of Sutton, Fountain st, Manchester  
 Williamson, William Thompson, Ealing Dean, Photograph Jr. Jan 31 at 2 at offices of Hanson, King st, Cheapside  
 Williams, Joel, Colchester, Essex, Clothier. Feb 7 at 12 at office of Speechley and Co, New-inn, Strand, F.R.C. Colchester  
 Williams, Thomas, Huddersfield, Wholesale Confectioner. Feb 10 at 3 at offices of Hall, New st, Huddersfield  
 Wright, John, Chesham, Buckingham, Boot Manufacturer. Feb 9 at 12.30 at offices of Francis and How, Chesham, Bucks

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